**STATE-OWNED ENETERPRISE “ELEKTROPRIVREDA SRBIJE” BELGRADE**



**TENDER DOCUMENTS**

For Submission of Tenders pursuant to Low-Value Public Procurement Procedure

For Public Procurement of Services No. JNMV/1000/0070/2017

**ECONOMIC EXPERTISE IN COMPETITION AND STATE AID PROCEEDINGS, IN ACCORDANCE WITH THE TREATY ESTABLISHING ENERGY COMMUNITY**

**COMMITTEE**

For Implementation of JNMV/1000/0070//2017

Formed by the Decision No.12.01.599214/3-17 dated 10.11.2017

(filed in PE EPS under No. 12.01.559214/11 -17 dated 17.11.2017)

Belgrade, November 2017

Pursuant to Articles 39, 61 and 124a of the Public Procurement Law (“Official Gazette of RS” no. 124/12, 14/15 and 68/15, hereinafter referred to as: Law), Article 6 of the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfillment of Conditions (“Official Gazette of RS” no. 86/15), Decision on Initiating Public Procurement Procedure no. 12.01.599214/2-17 dated 10.11.2017 and Decision on Forming Public Procurement Committee no. 12.01.599214/2-17 dated 10.11.2017, we have prepared the following:

**TENDER DOCUMENTS**

For Submission of Tenders pursuant to Low-Value Public Procurement Procedure

**For Public Procurement of Services No. JNMV/1000/0070/2017**

Tender Documents Content:

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| --- | --- | --- |
| 1. | General Information on Public Procurement |  |
| 2. | Information on Subject of the Public Procurement |  |
| 3. | Technical Specifications (type, technical characteristics, quality, scope and description of services...) |  |
| 4. | Conditions for Participation in Public Procurement Procedure and Instruction on the Manner of Proving Fulfillment of Pertinent Conditions |  |
| 5. | Criterion for Contract Award |  |
| 6. | Instruction to Tenderers on How to Prepare Tenders |  |
| 7. | Forms |  |
| 8. | Contract Template |  |

Total number of document pages: 56

# GENERAL INFORMATION ON PUBLIC PROCUREMENT

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| --- | --- |
| Contracting Authority’s name and address | State-owned enterprise “*Elektroprivreda Srbije*” Belgrade  Carice Milice 2, 11000 Belgrade |
| Contracting Authority’s website | [www.eps.rs](http://www.eps.rs/) |
| Type of procedure | Low-Value Public Procurement |
| Subject of the Public Procurement | **service:** economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community |
| Description per lots | Public procurement is not divided into lots |
| Purpose of the procedure | Conclusion of public procurement contract |
| Contact | Veljko Kovačević, [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs)  Miloš Žarković, [milos.zarkovic@eps.rs](mailto:milos.zarkovic@eps.rs) |

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

# 2.1 Description of subject of the public procurement, name and designation in the Common Procurement Vocabulary

Description of the public procurement subject: economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community.

Name in the Common Procurement Vocabulary: Business development consultancy services

Designation in the Common Procurement Vocabulary: 79411100-9

Detailed information on procurement subject are specified in technical specification (Chapter 3 of the Tender Documents)

# TECHNICAL SPECIFICATIONS

Economic expertise services for the purpose of ongoing proceedings governed by the European Union *acquis* on competition and State aid.

# 3.1 Scope of Service

State-owned enterprise “*Elektroprivreda Srbije*” (“**EPS**”) is a state-owned energy company, whose prevailing activity is generation, supply and trade of electricity. EPS has two subsidiaries: Distribution System Operator “*EPS Distribucija” d.o.o. Belgrade* and “*EPS Trgovanje” d.o.o.* *Ljubljana*.

**3.1.1. Contracting Authority Overview**

With the relatively low generation of electricity by industrial plants for their own needs and production of energy from renewable sources, EPS is the largest electricity producer in Serbia.

As a parent company, EPS, with the approval of the Serbian Government, acquired seven (7) generating companies: “*RB Kolubara”*, “*HE* *Đerdap”*, “*Drinsko-Limske HE”*, “*TENT*”, “*TE-KO Kostolac”*, “*Panonske TE-TO”*, and “*EPS Obnovljivi Izvori”*, established “*EPS Distribucija*” by merging five (5) companies for distribution of electricity: “*Elektrovojvodina”* *d.o.o. Novi Sad*, “*EDB” d.o.o. Beograd*, “*Elektrosrbija”* *d.o.o. Kralјevo*, *ED “Jugoistok” d.o.o*. *Niš* i *ED “Centar” d.o.o. Kragujevac*, formed public supplier *(JS) “EPS Snabdevanje”* and established *“EPS Trgovanje”* in Slovenia. EPS has around 30,000 employees.

Total power of electricity generation capacities operated by EPS is 7,326 МW. Electricity generation from thermal power plants owned by EPS makes around 70 percent of electricity in Serbia, while around 30 percent of electricity is from 16 hydro power plants.

For more information on the Contracting Authority, please visit the website (http://www.eps.rs).

* 1. **SCOPE OF WORK**
     1. **Facts**

The Republic of Serbia and EPS are involved in proceedings conducted with regard to certain State measures (State guarantees, property transfers etc.) granted in favor of the Contracting Authority, which need to be assessed in terms of their conformity with EU State aid rules.

State measures that are the subject matter of the State aid proceedings include a couple of State guarantees for bank loans, issued to the benefit of the Contracting Authority, and transfer of property rights from the Republic of Serbia to the Contracting Authority (“**Measures**”).

The Measures need to be assessed in terms of their conformity with the EU *acquis* on competition and State aid. In other words, it needs to be examined whether said Measures were granted in accordance with the State aid rules as applied by the European Union and corresponding national rules (harmonized primarily under Art. 73 of [the Stabilization and Association Agreement between Serbia and the EU](https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/pdf/serbia/key_document/saa_en.pdf) and Annex III of [the Treaty Establishing the Energy Community](https://www.energy-community.org/legal/treaty.html)). Said assessment would include, but not be limited to, advice on applicability of the *market economy investor principle* (“**MEIP**”) or *market economy creditor principle* (“**MECP**”) (whichever is more adequate in the case at hand), economic analysis to verify whether the Measures were consistent with the economic principles of State aid measures adopted by the EU Commission, and/or with the Commission’s practice in State aid cases in the energy sector.

* + 1. **Type of Service**

In consideration of the above, the Tenderer is obliged to conduct a detailed economic analysis of the Measures in terms of applicability of the MEIP/MECP to granting of said Measures, and perform overall economic assessment which is to verify whether the Measures were granted in accordance with the economic principles of State aid adopted by the European Commission, and/or with the European Commission’s practice in State aid cases in the energy sector, all in accordance with terms and conditions of the present Tender Documents, as well as provide advice on economic issues related to the alleged State aid.

* + 1. **Report**

Tenderer will prepare and submit a detailed report on the economic analysis referred to in point 3.2.2 above. The Report must be prepared in both English and Serbian language (the version in Serbian language can be submitted within two weeks as of delivery of the English original).

The final Report will be delivered to the Contracting Authority both in print and in electronic form (stored on CD, USB or some other electronic data carrier).

* 1. **Report Submission Deadlines**

The deadline for completing the service and submitting the final Report is sixty (60) calendar days from the date of entry into force of the Contract. The Tenderer is expected to prepare the first draft Report and submit it to the Contracting Authority for review no later than forty-five (45) calendar days from entry into force of the Contract.

The above deadline only refers to submission of the Report in English language, in accordance with the item 3.2.3.

Deadline for submission of the Serbian version is no later than two weeks following the submission of the original English version.

* 1. **Methodology**

Bearing in mind complexity of the task, **the Tenderer shall submit to the Contracting Authority, as an integral part of its tender, a methodology** with detailed explanation of the procedure for provision of services that are the subject of this Invitation. The subject methodology shall contain an approach which is to be used by the Tenderer in provision of services, as well as reasons for selection of that particular approach.

**3.5. Qualitative and Quantitative Assessment at the Time of Acceptance**

Quality control of the subject services and verification of their conformity with the characteristics requested in technical specification of the service in terms of volume and quality, will be performed at the Contracting Authority’s location (in Belgrade, Balkanska 13) by an authorized person of the Contracting Authority in presence of the Tenderer’s representative, which will be acknowledged in the Minutes of Qualitative and Quantitative Assessment at the Time of Acceptance of the Service.

Assessment of the quality of the service shall be enabled by acceptance of the draft acts by responsible/authorized person of the Contracting Authority, while the quantity of the service shall be made possible by acceptance of the documents in printed or electronic form (disc, USB or other data carrier).

The Contracting Authority reviews submitted documents and, if so needed, gives remarks and makes adjustments of said documents with the Tenderer, which is obliged to act in accordance with the final remarks of the Contracting Authority within the deadline determined by the Contracting Authority.

If it is established, during the acceptance of services, that the services do not comply with the volume and quality requirements, the Contracting Authority is obliged to make a complaint stating such non-compliance, and submit said complaint to the Tenderer, within 2 (two) days the latest.

The Tenderer is obligated to remedy at its own expense the defects established by the Contracting Authority as result of quantitative and qualitative assessment upon acceptance, within 5 (five) days from the moment of receipt of the complaint.

1. **CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE STIPULATED UNDER ARTICLE 75 AND 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTION ON THE MANNER OF PROVING FULFILLMENT OF THOSE CONDITIONS**

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| --- | --- |
| **No.** | **4.1 MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLE 75 OF THE LAW** |
| 1. | **Condition:** the Tenderer is registered with the competent authority;  **Evidence:**  - **for legal entities:** Extract from the Business Registers Agency register, i.e. extract from the register of competent Commercial Court  - **for entrepreneurs:** Extract from the Business Registers Agency register, i.e. extract from other competent register  *Note:*   * *In case of tender submission by a group of Tenderers, this evidence shall be submitted for each member of the group* * *In case of tender submission by the Tenderer with subcontractor, this evidence shall be also submitted for each subcontractor* |
| 2. | **Condition:** the Tenderer and its legal representative have not been convicted of any criminal offence as members of an organized criminal group; the Tenderer has not been convicted of criminal offence against economy, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud  **Evidence:**  - **for legal entity:**  1) FOR LEGAL REPRESENTATIVE **– certificate from criminal records of the competent Police Administration of the Ministry of Interior** – request for issuance of this certificate can be submitted in the **place of birth** or in the place of **residence**.  2) FOR LEGAL ENTITY – for criminal offences of participating in an organized crime – certificate of special department (for organized crime) of the High Court in Belgrade, certifying that the Tenderer (legal entity) has not been convicted of any criminal offence as a member of an organized criminal group. The following information has been published on the website of the High Court in Belgrade <http://www.bg.vi.sud.rs/lt/articles/o-visem-sudu/obavestenje-ke-za-pravna-lica.html>  3) FOR LEGAL ENTITY – for criminal offence against economy, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud – **certificate of the Basic Court (which includes information from criminal records for crimes within the jurisdiction of the regular Criminal Division of the High Court)** in whose territorythe seat of the local legal entity, or the representative office or branch of the foreign legal entity is located, certifying that the Tenderer (legal entity) has not been convicted of criminal offence against economy, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.  *Special note:* If the certificate of the Basic Court does not include information from criminal records for crimes within the jurisdiction of the regular criminal division of the High Court, it is necessary, in addition to certificate of the Basic Court, to submit also the certificate of the High Court in whose teritorry the seat of the local legal entity or the representative office or branch of the foreign legal entity is located, certifying that the Tenderer (legal entity) has not been convicted of **crimes against the economy and the crime of receiving bribe.**  **- for natural persons and entrepreneurs: certificate from criminal records of the competent Police Administration of the Ministry of Interior –** request for issuance of this certificate can be submitted **in the place of birth** or **in the place of residence**.  *Note:*   * *In case of tender submission by a legal entity, this evidence should be submitted for the legal entity and for the legal representative* * *If the legal person has more than one legal representatives, the evidence should be submitted for each of those representatives* * *In case of tender submission by a group of Tenderers, the evidence should be submitted for each member of the group* * *If the Tenderer submits tender with subcontractor, the evidence should be submitted for each subcontractor* * **for foreign Tenderers,** a certificate issued by the competent authority of the state in which they have their registered seat is required. If there are several legal representatives, it is necessary to provide certificate from criminal records for each representative, issuedin the place of the Tenderer’s registered seat, and in the place of citizenship of the legal representative, if said place is different from the country in which the Tenderer has its registered seat;   **The above-listed evidence cannot be older than two months before the Tender opening**. |
| 3. | **Condition**: the Tenderer settled all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or a foreign state if the seat is located on the territory of a foreign state.  **Evidence:**  - **for legal entities, entrepreneurs and natural persons:**  **1.** **Certificate issued by the Tax Administration** of the Ministry of Finance indicating that all due taxes and contributions were settled **and**  **2. Certificate issued by the Public Revenues Administration of local self-government (town, or municipality**) in the place of seat of the legal entity and entrepreneur, or in the place of residence of the natural person, indicating that all liabilities on the basis of local public revenues were settled  Note:   * *If the local (municipal) public revenues administration states in its certificate that the evidence for certain local public revenues are also to be obtained from the other local bodies/organizations/institutions, the Tenderer shall submit along with the certificate of local public revenues administration the certificates issued by those other local bodies/organizations/institutions* * *If the Tenderer is under the privatization process, instead of the two above mentioned pieces of evidence, it is necessary to submit the* ***certificate from Privatization Agency proving that it is under privatization process*** * *If the Tender is submitted by the group of tenderers, the evidence shall be submitted for each member of the group* * *If the Tenderer submits the Tender with the subcontractor, the evidence shall be submitted for the subcontractor as well (if there are several subcontractors required evidence shall be submitted for each of them)* * **For foreign Tenderers –** the certificate of the competent state tax authority of its registered seat is required.   **The evidence cannot be older than two months before the Tender opening**. |
| 4. | **Condition:** theTenderer complied with obligations arising from regulations on safety at work, employment and working conditions, environmental protection, and the Tenderer is not subject to a prohibition to perform business activities effective at the time of the Tender submission  **Evidence:** Signed and certified Statement Form pursuant to Article 75 paragraph 2 of the Law (Form no. 4)  *Note:*   * *Statement shall be signed by the authorized representative of the Tenderer, and stamped.* * *If the Tender is submitted by the group of tenderers the Statement shall be submitted for each member of the group. The Statement shall be signed by the person authorized to represent the tenderers from the group of tenderers, and stamped.* |
| **ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLE 76 OF THE LAW** | |
| 5. | **Operational Capacity** |
| **Condition:** In the period of five years prior to the tender submission deadline, Tenderer provided the following relevant project services:   * Tenderer participated in implementation of no less than three (3) projects, whose primary purpose was collaboration with EU Member States, their authorities and institutions and/or alleged beneficiaries of State aid granted by those states, on preparation of arguments in proceedings initiated due to alleged granting of State aid, before institutions of the Energy Community, the European Union or any other competent body that applies State aid rules of the European Union, out of which at least one (1) project is in the energy sector, at least one (1) project includes overall business analysis (including the economic impact study, feasibility study and business case analysis) in the energy sector, at least one (1) project is related to provision of services to state-owned enterprises, and in at least one (1) project the MEIP/MECP was successfully applied before the EU institutions. * Tenderer has experience in providing advisory services to Directorate General for Competition of the European Union.   Relevant project services are only those services that were contracted, initiated and completed within the last 5 years, prior to the tender submission deadline.  **Evidence:**   * The list of services provided – Tenderer's credentials (Form 8), filled in, signed and stamped by the authorized person of the Tenderer confirming, under full criminal and civil liability, that the data stated in the List is accurate; * Certificate on relevant procurement projects (Filled in, signed and stamped by the previous contracting authorities/clients, Form 8/а) on the letterhead of the contracting authority/client, stamped and signed by the authorized representative of the contracting authority/client, confirming that the Tenderer contracted and successfully completed the contracted subject service. |
| 6*.* | **Staff Capacity** |
| **Condition:** It is necessary that, at the time of the Tender submission, the Tenderer organizes a team of at least three (3) employed/engaged persons with minimum five (5) years of experience in conducting economic analyses in the field of EU State aid rules and practice, whereby all three (3) team members must have relevant experience before the institutions of the European Union (i.e. the European Commission and/or the Court of Justice of the European Union), and at least one (1) team member has working experience within Directorate General for Competition of the European Union, or experience in providing advisory services to said authority.  **Evidence:** CVs of team members with the statement of each team member and the Tenderer that that CV is accurate and true, given under civil and criminal liability and on the Tenderer’s letterhead. |

The Tender of the Tenderer, which does not fulfill all mandatory and additional conditions set forth in points 1. to 6. above, will be rejected as unacceptable.

**1.** Each subcontractor must fulfill conditions under Article 75 paragraph 1 items 1), 2) and 4) of the Law, and prove fulfillment of said conditions by submitting evidence stated in this section. Conditions regarding capacities stipulated in Article 76 of the Law must be fulfilled by the Tendered independently, regardless of engaging of the subcontractor.

**2.** Each Tenderer from the group of Tenderers that submits the joint Tender must fulfill the conditions stipulated in Article 75 paragraph 1 items 1), 2) and 4) of the Law, and prove fulfillment of said conditions by submitting evidence stated in this section. Conditions regarding the capacities under Article 76 of the Law must be fulfilled by all the Tenderers together, based on the submitted evidence in accordance with this section of the Tender Documents.

**3.** Evidence pertaining to fulfillment of the conditions stipulated in Article 77 of the Law may be submitted in uncertified copies. Before making a decision on the award of the Contract, the Contracting Authority may require from the Tenderer, whose Tender is determined to be the most favourable according to the report of the public procurement committee, to submit the original document for insight, or certified copies of all or certain documents.

If the Tenderer does not submit the original or certified copies of the required documents within the given, reasonable deadline, which cannot be shorter than five days, the Contracting Authority shall reject its Tender as unacceptable.

**4.** When submitting the Tender the person registered in the Register of the Tenderers is not required to prove the fulfillment of the mandatory requirements for participation in the public procurement procedure, i.e. the Contracting Authority cannot reject the Tender as unacceptable on the grounds of not containing the evidence required by the Law or the Tender Documents, provided that the Tenderer has specified in the Tender the website where the requested information is publicly available. In that event, the Tenderer may declare that it is registered in the Register of the Tenderers, in its Statement (which must be signed and certified). Together with said Statement, the Tenderer may also submit the photocopy of the Decision on the Registration of the Tenderer in the Register of the Tenderers.

According to Article 79 paragraph 5 of the Law, the Tenderer is not required to submit the following documents, which are publicly available on the website of the competent authorities, as follows:

1) excerpt from the register of competent authority:

- excerpt from the register of Serbian Business Registers Agency: [www.apr.gov.rs](http://www.apr.gov.rs)

2) documents listed in Article 75 paragraph 1 items 1), 2) and 4) of the Law

- register of the Tenderers: [www.apr.gov.rs](http://www.apr.gov.rs)

**5.** If the evidence on fulfillment of the conditions is in form of an electronic document, the Tenderer shall submits the copy of the electronic document in the written form, in accordance with the Law governing the electronic documents.

**6.** If the Tenderer has its registered seat in another country, the Contracting Authority may check whether the documents by which the Tenderer proves fulfillment of the requested conditions are issued by the competent authorities of that country.

**7.** If the Tenderer could not obtain the requested documents within the deadline for the Tender submission, because they could not have been issued until tender submission deadline according to the laws of the country where the Tenderer has its registered seat and if he submits adequate evidence for that together with the Tender, the Contracting Authority will allow to the Tenderer to deliver the requested documents within a reasonable period of time.

**8.** If the country where the Tenderer has its registered seat does not issue the documents listed in Article 77 paragraph 1 of the Law, the Tenderer may submit, instead of the documents, its written statement given under criminal and civil liability, and certified before a judicial or administrative authority, public notary or another competent authority of that country.

**9.** The Tenderer shall, without any delay, аnd no later than five days from the day of amendments regarding any of the data submitted, inform the Contracting Authority in written form about such amendments and prove them in an appropriate manner.

In accordance with Article 77, paragraph 4 of the Law, fulfillment of the mandatory conditions stipulated in Article 75 paragraph 1, and additional conditions stipulated in Article 76, paragraph 2 of the Law, are to be proven by submission of the Tenderer’s Statement (Form no. 5) by which it confirms, under full civil and criminal liability, that it fulfills the conditions for participation in the public procurement procedure.

Each subcontractor must fulfill the conditions from Article 75, paragraph 1, items 1), 2) and 4) of the Law, which it proves by submission of the required Statement (Form no. 5A). The Tenderer fulfils independently the conditions regarding capacities from Article 76 of the Law, regardless of the engagement of the subcontractor.

Each Tenderer from the group of Tenderers which submits the joint Tender must fulfill the conditions from Article 75, paragraph 1, item 1), 2) and 4) of the Law, which is to be proven by submission of the required Statement (Form no. 5). Conditions regarding the capacities under Article 76 of the Law must be fulfilled by all the Tenderers together, based on the submitted evidence/Statement in accordance with this section of the Tender Documents.

If the Tenderer has submitted the Statement from Article 77, paragraph 4 of the Law, the Contracting Authority may, before making a decision on the Contract award, request the Tenderer whose Tender has been selected as the most favourable one to submit copies of the requested documents that prove fulfillment of the conditions. Also the Contracting Authority may request from that Tenderer to submit the original documents or certified copies of all or certain documents for insight.

The Contracting Authority may also ask from other Tenderers to submit the copy of requested documents that prove fulfillment of the conditions.

The Tenderer shall submit the requested documents within the given, reasonable deadline that cannot be shorter than 5 (five) days from the day of receipt of the written request from the Contracting Authority.

If the Tenderer does not submit the requested documents and other evidence within the given, reasonable deadline that cannot be shorter than 5 (five) days, its Tender shall be rejected as unacceptable.

1. CONTRACT AWARDING CRITERION

The selection of the most favourable Tender shall be done on the basis of the **“lowest offered price“** criterion**.**

The **“**lowest offered price” criterion on evaluation of the Tendersis based on the offered price as the only criterion.

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

* 1. Additional criterion

If two or more Tenders have the same lowest offered price, and it is not possible to select the most favourable Tender, the contract will be awarded by draw.

The Contracting Authority shall perform public drawing, in the presence of the Tenderers that offered the same lowest price. On the special papers of the same size and color, the Contracting Authority shall write the names of the Tenderers and put those papers in a box, from which the member of the Committee will draw only one paper. The public procurement contract shall be awarded to the Tenderer whose name is written on the drawn paper.

6 INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS

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

The Tenderer shall meet all conditions stipulated by Law and Tender documents. The tender shall be prepared and submitted on the basis of the Invitation, in accordance with the Tender Documents, otherwise, the tender shall be rejected as unacceptable.

* 1. Information on the language of the Tender

The Contracting Authority prepared the Tender Documents in Serbian and English language and the public procurement procedure shall be conducted in Serbian language.

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

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

* 1. Method of preparation and submission of the Tender

The Tenderer shall prepare the tender by filling in the Forms which make the integral part of the tender documents. The tender shall be stamped and signed by the legal representative of the Tenderer, other representative registered in the register of the competent authority, or any other person authorized by the legal representative of the Tenderer, in which case it must submit the power of attorney. The power of attorney shall be submitted together with all other documents which make the integral part of the tender.

All documents submitted in the tender shall be numbered and bound in one whole (with a string or tape and similar), thus preventing additional insertion, removal or replacement of individual sheets of paper.

Evidence attached to the tender, which cannot be damaged, numbered due to its importance, (e.g. promisory notes), shall be put in a special plastic pocket, while this plastic pocket shall be visibly numbered on each tender page on both sides. The plastic pocket shall be glued at the top to protect the important evidence which cannot be damaged due to its importance.

The Tenderer shall submit the tender in a closed envelope or a box, so that it can be verified with certainty that it was closed, and when it was closed, to the following address: *Javno preduzeće* “*Elektroprivreda Srbije*”, 11000 Belgrade, Serbia, Balkanska 13 , PAK 103925 Record Division – labeled with: „Tender for the public procurement – **ECONOMIC EXPERTISE IN COMPETITION AND STATE AID PROCEEDINGS, IN ACCORDANCE WITH THE TREATY ESTABLISHING ENERGY COMMUNITY–** Public procurement number **JNMV/1000/0070/2017** – DO NOT OPEN“.

The back of the envelope shall contain the exact name and address of the Tenderer, Tenderer’s phone and fax numbers as well as the full name of the authorized contact person. In case the Tender is submitted by the Group of Tenderers, it should be stated on the back of the envelope that it is submitted by the Group of Tenderers with names and addresses of all Group members.

In case the Tenderers are to submit a joint tender, the Group of Tenderers may decide that all the Tenderers in the Group of Tenderers are to sign and stamp the forms included in the tender documents, or the Group of Tenderers may appoint one Tenderer from the Group of Tenderers to sign and stamp the forms included in the Tender Documents, except for the forms containing the statement under full civil and criminal liability which must be signed and stamped by each Tenderer from the Group of Tenderers.

In case the Tenderers decide that one Tenderer from the Group of Tenderers is to sign and stamp the forms included in the tender documents (except for the forms containing the statement under full civil and criminal liability), said decision must be defined in a mutual agreement entered into among the Tenderers and the Contracting Authority, by which the Tenderers assume obligation to carry out public procurement. This agreement makes the integral part of the joint tender according to the Article 81 of the Law.

In case of need to change errors that occurred in preparation of the tender and the forms contained in the tender documents, any correction would need to be signed by the person or persons which have signed the tender form, and certified by the Tenderer’s stamp.

* 1. Mandatory tender content

Apart from the Tender Form, a tender must encompass statements on fulfillment of conditions set forth in Articles 75 and 76 of the Public Procurement Law, as required pursuant to Article 77 of the Law, which are contained in the Tender Documents, as well as all required enclosures and statements (filled-out, signed and stamped):

* Tender form;
* Price Structure;
* Form for tender preparation costs, in case the Tenderer requests reimbursements of expenses in accordance with the Article 88 of the Public Procurement Law;
* Statement on Independent Tender;
* Statement given in accordance with Article 75 paragraph 2 of the Law;
* Statement confirming fulfillment of the conditions for participation in the public procurement procedure by the Tenderer;
* Statement confirming fulfillment of the conditions for participation in the public procurement procedure by the Subcontractor, in case of submission of the Tender with a Subcontractor;
* Filled-out, signed and stamped form 'Statement on Personnel Capacity;
* Curriculum Vitae of a Team member;
* Form 'List of Executed Services – Professional References of the Tenderer“;
* Form 'Statement Confirming Relevant Experience' issued by the previous Contracting Authority/Client;
* Methodology of execution of services;
* Authorization stipulated in item 6.2. of the Tender Documents;
* A copy of insurance policy;
* Signed and stamped form 'Contract Template' (preferably filled-out).

The Contracting Authority shall reject as unacceptable all tenders that do not satisfy the conditions provided in the Invitation to Tender and in the Tender Documents.

If the Contracting Authority determines during the expert evaluation of tenders that the evidence which makes the integral part of the tender contains false information, it shall reject such tender as unacceptable.

* 1. Tender opening

A timely submitted tender is deemed to be a tender received in accordance with the Invitation to Tender published on the Public Procurement Portal, regardless of the delivery method.

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

Public Procurement Committee shall open timely submitted tenders publicly at the premises of State-Owned Enterprise “Elektropriveda Srbije”, in Belgrade, Balkanska 13, room on the second floor.

Tenderers’ representatives intending to take part in the public tender opening procedure shall prior to the public Tender Opening Proceedings submit a power of attorney in writing for the participation in the said proceedings to the Public Procurement Committee (preferably issued on the Tenderer's letterhead), filed, sealed with Tenderer’s company stamp and signed by the Tenderer’s legal representative or other representative registered with register of the competent authority, or by person authorized by legal representative, provided that Power of Attorney is submitted within the tender.

The Public Procurement Committee shall take Minutes of Tender Opening that shall contain data required by the Law.

The Minutes of Tender Opening are to be signed by members of the Committee and the present authorized representatives of tenderer(s), and each shall receive a copy of the Minutes.

The Contracting Authority shall within three (3) days from the day on which Tender Opening Procedure has been finalized send the Minutes of Tender Opening by post or e-mail to the tenderers that did not participate in the Tender Opening Proceedings.

* 1. Terms of tender submission

A Tenderer may submit only one tender.

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

The Tenderer who has submitted a tender individually may not simultaneously participate in a joint tender or appear as a subcontractor. In the event that a Tenderer acts contrary to these instructions, all tenders in which such Tenderer has taken part shall be rejected.

A tenderer may be a member of only one group of tenderers submitting a joint tender, i.e. participate in only one joint tender. If a Tenderer, participating in a group of tenderers, submits two or more joint tenders, the Contracting Authority shall reject all such tenders.

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

* 1. Amendment and additions to and withdrawal of tender

Within the tender submission period, a Tenderer may amend or supplement an already submitted tender by communicating such change in writing to the Contracting Authority’s address, labeled with the following reference “AMENDEMENT – ADDITION – the Tender for the public procurement of services - Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community - Public Procurement number JNMV/1000/0070/2017 – DO NOT OPEN“.

In the event that amendments or additions have been submitted in relation to an already submitted tender, the Contracting Authority shall take into consideration such amendments and additions in the course of expert evaluation of the tender only if submission thereof has been made entirely on, and in accordance with the pertinent form of the submitted tender.

Within the tender submission period, a Tenderer may withdraw its already submitted tender by communicating such decision in writing to the Contracting Authority’s address, labeled with the following reference: “CANCELLATION – Tender for the public procurement of services- Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community - Public Procurement number JNMV/1000/0070/2017 – DO NOT OPEN “.

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

* 1. Lots

The subject public procurement is not divided into lots.

* 1. Tender with variants

Tender with variants is not permitted.

* 1. Submission of tender with subcontractors

A Tenderer should specify in the tender if it intends to entrust the Subcontractor with partial performance of the services subject to public procurement. If tenderer states in the tender that it shall entrust the Subcontractor with partial performance of services subject to the procurement, it must state the following:

- the name of the subcontractor, so that if the contract between the Contracting Authority and tenderer is concluded, the subcontractor shall be stated in the contract;

- percentage of the total value of services subject to procurement the performance of which shall be entrusted to subcontractor, which cannot be greater than 50% as well as the designation of he services that shall be performed by the subcontractor.

The Tenderer shall be fully responsible to the Contracting Authority for the execution of contracted services, regardless of the number of subcontractors and upon the Contracting Authority’s request, the Tenderer must provide access to the Subcontractor for the purpose of verification of fulfillment of stipulated conditions.

The Tenderer must provide evidence that the Subcontractor fulfills the mandatory conditions under Article 75. paragraph 1. items 1), 2) and 4) of the Law, stated in the section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove the fulfillment of requirements, which is proved by submitting the Statement.

All forms in the Tender shall be signed and certified by the Tenderer, except for the forms signed under full civil and criminal liability , which shall be filled-out, signed and certified by every Subcontractor on its own behalf.

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

The Supplier may engage as Subcontractor a person not indicated in the tender, if upon tender submission Subcontractor sustained lasting insolvency, if the person fulfills all requirements defined for Subcontractor and if it obtains previous consent by Contracting Authority. Upon the Subcontractor’s request and if the nature of the subject of procurement permits that option, the Contracting Authority shall be allowed to transfer the due receivables directly to the Subcontractor, for the part of the procurement falling within the Subcontractor’s scope of works. Before deciding on the transfer of due receivables directly to the Subcontractor, the Contracting Authority shall enable the supplier to file an objection within 5 days since the day of receiving the Contracting Authority’s notice, in case of not receiving the due receivables. The provisions above do not affect the clause that the Tenderer (supplier) shall be fully responsible to the Contracting Authority for the execution of the subject of this public procurement, i.e. the execution of the contracted services, regardless of the number of subcontractors.

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

* 1. Submission of joint tender

In the case that several Tenderers submit a joint tender, they need to submit a Joint Service Execution Contract, proving the commitment between themselves and towards the Contracting Authority to jointly execute the service subject to the public procurement, which has to contain the following information stipulated by Article 81 paragraphs 4. and 5.of the Public Procurement Law:

* Information on the member of the group who shall be the leading service provider for the work, i.e. who shall submit the tender and represent the Group of Tenderers before the Contracting Authority;
* Description of responsibilities of each Tenderer from the Group of Tenderers in respect of contract execution.

Each Tenderer from the Group of Tenderers that submits a joint tender needs to fulfill the requirements under Article 75 paragraph 1 items 1) to 4) of the Law, and to provide proof thereof by submitting evidence stated in the Section Requirements for participation under Article 75 and 76 of the Law and Instruction on the manner of proving fulfillment of requirements.

In case of the Joint Tender, each member of the Group of Tenderers must sign and certify on its own behalf the forms that are signed under full civil and criminal liability (Form: Statement on Individual Tender and the Form of Statement Pursuant to Article 75 paragraph 2 of the Public Procurement Law.

The members of the Group of Tenderers shall be unlimitedly jointly responsible towards the Contracting Authority.

* 1. Tender price

The price shall be expressed in RSD/ЕUR, VAT excluded.

In the case that the submitted tender does not specify whether the offered price includes VAT or not, it shall be deemed that it does not include VAT according to the Public Procurement Law.

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

Offered price must cover and include all costs that the Tenderer shall incur in the course of performance of the subject services.

Offered price must be expressed with two decimal points, pursuant to the rule of rounding up the numbers. In case of the error in calculation, the unit price shall be deemed as valid.

Offered price shall be fixed during the entire contract effectiveness and it shall not be amended not even if the prices of the elements making the basis for the tender price increase after the conclusion of the contract.

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

* 1. Service execution period

Deadline for the execution of the subject service and submission of the Final Report shall be no longer than sixty (60) calendar days from the date on which the Contract enters into force. The Tenderer is obliged to prepare the first draft of the subject Report and submit it to the Contracting Authority for revision not longer than forty five (45) calendar days from the day on which the Contract entered into force. The stipulated deadline refers solely to the submission of the Report in English language.

The term for submission of the Serbian version of the report shall be no longer than two weeks from submission of the original English version.

* 1. Manner and terms of payment

Client shall be obliged to pay the executed services to the Service Provided in the following manner:

• 100% of the full service value including relevant VAT shall be paid after the service execution, within 45 (in words: forty five) days since the day of receipt of the invoice which shall be issued on the basis of accepted and approved report on executed service, and upon mutual signing of the Minutes of Qualitative and Quantitative Assessment upon Acceptance rof service (with no complaints), signed by the authorized representatives of the Contractual Parties.

In the event that a price in Euro has been stipulated with a domestic Tenderer, invoicing shall be done in dinars by calculating the amount thereof on the basis of to the middle exchange rate of the National Bank of Serbia on due date .

The invoice shall be submitted to the address of the Contracting Authority: Public Enterprize ‘Electric Power Industry of Serbia’, Belgrade, Carice Milice, TAX ID 103920327, including the relevant evidence.

* 1. Tender validity

The tender shall be valid not less than sixty (60) days since the day of tender opening.

In case the Tenderer defines shorter tender validity period, the tender shall be rejected as unacceptable.

* 1. Financial security instruments

According to the Article 61 of the Public Procurement Law ('Official Gazette of the Republic of Serbia' 124/12, 14/15 and 68/15) and the Article 12. 'Rules for obligatory elements of tender documents in the public procurement procedures' ('Official Gazette of the Republic of Serbia' no.29/13 and 104/13), the Contracting Authority demands that the Tenderer (or a member of the Group of Tenderers appointed by the Joint Service Execution Contract), as a financial security instrument, submit a valid professional liability insurance policy valid on the day of tender opening with a minimum insurance coverage of at least EUR 100,000.00 in dinar counter value at the middle exchange rate of the National Bank of Serbia on the day of payment, at the event of damage, for an unlimited number of adverse events, otherwise the tender shall be deemed unacceptable and shall be rejected.

The term of policy shall be from the first day of the police validity and it must last until the contract is executed, and the Tenderer shall provide the policy throughout the entire validity of the contract for the subject public procurement.

The Contracting Authority shall only accept the liability insurance policies without the Tenderer's participation in the damage and if the limit of coverage for one adverse event is at least EUR 100,000.00 in the dinar counter value at the middle exchange rate of the National Bank of Serbia on the day of payment, and it may be up to the full amount of the total policy value.

The Tenderer shall submit all belonging documents (insurance terms) together with the copy of the insurance policy.

The Tenderer shall bear all costs related to the provision of the stated financial security instruments.

**Enclosure to the tender:**

The Contracting Authority demands that the Tenderer (or a member of the Group of Tenderers appointed by the Joint Service Execution Contract) submits the copy of the financial security instrument in addition to the tender.

**Submission of the financial security instruments**

Financial security instruments shall be submitted in person or by post to: Public Enterprize ‘Electric Power Industry of Serbia’, Belgrade, Balkanska 13, Belgrade, labelled as: **Financial security instrument for the public procurement of services -** Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community - Public Procurement number **JNMV/1000/0070/2017.**

* 1. Method of designation of confidential data in the Tender

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

The Contracting Authority may refuse to provide information that would entail a breach of data confidentiality received in the Tender.

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

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

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

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

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

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

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

* 1. Compliance with labour law regulations and other regulations

Tenderer shall when preparing the Tender explicitly state that it complied with all valid regulations on safety at work, employment and working conditions, environmental protection, as well as that it is not being prohibited to execute the industry actual at the time of Tender submission.

* 1. Patent use fee

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

* 1. The principle of environmental protection and providing energy efficiency

Contracting Authority shall procure services which do not contaminate, i.e. have minimum impact on the environment, i.e. which provide adequate reduction of energy consumption – energy efficiency.

* 1. Additional information and clarifications

An applicant may require additional information or clarifications in written form regarding Tender preparation, while it may indicate to Contracting Authority possibly noted faults and irregularities in the Tender Documents, not later than five days prior to the Tender submission expiry date, at the address of Contracting Authority, with the label: “CLARIFICATION – Invitation to Public procurement No. JNMV/1000/0070/2017“ or via e-mail address: [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs) и [milos.zarkovic@eps.rs](mailto:milos.zarkovic@eps.rs), during business days (Monday - Friday) from 08:00-15:00h. Any request that is received after the mentioned working hours or during weekend/holiday will be registered as received on the first coming working day.

Contracting Authority shall, within three days upon the receipt of request, publish a Reply to the request on the Public Procurement Portal and its website.

Requesting additional information and clarification via phone is not allowed.

If any document in the public procurement procedure is submitted either by Contracting Authority or Tenderer by e-mail of fax, a party which submits the document shall request from the other party to confirm receipt of the document in the same manner, and the other party shall execute the requested action when this is necessary as an evidence of submission.

If Contracting Authority, within the time foreseen for submission of Tenders, either modifies or amends Tender Documents, it shall, without any delay, publish the modification or amendment on the Public Procurement Portal and its website.

If Contracting Authority either modifies or amends Tender Documents eight or fewer days prior expiration of due date for submission of Tenders, Contracting Authority shall extend a deadline for submission of Tenders and publish information on the extension of deadline for Tender submission.

Upon expiration of deadline for submission of Tenders, Contracting Authority may neither modify nor amend Tender Documents.

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

Depending on selected communication manner, Contracting Authority shall act in accordance with the principle stance No.13 which the Republic Commission for safeguarding rights in public procurement procedures adopted at the Third General Meeting on 14th April 2014 (published on the internet page [www.кjn.gov.rs](http://www.кjn.gov.rs)).

* 1. Tender costs

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

Tenderer may include in its Tender the total amount and structure of costs for Tender preparation by completing, signing and verifying the form for Tender preparation costs with the stamp.

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

* 1. Additional explanation, control and permitted corrections

Contracting Authority may request from the Tenderer additional explanations that shall help during review, evaluation and comparison of the tenders, as well as to perform the control (insight) of the Tenderers and/or its Subcontractor.

If additional explanation is necessary, Contracting Authority shall set a reasonable due date to Tenderer to act as per Contracting Authority's request, i.e. to enable Contracting Authority the control (insight) of the Tenderers and its Subcontractor as well.

Contracting Authority may, with the consent of the tenderer, make the corrections of calculation errors observed during the consideration of the tender upon finalized tender opening procedure.

In the event of the difference between unit and total price, unit price shall prevail. If a tenderer does not agree with the correction of calculation errors, Contracting Authority shall reject its tender as unacceptable.

* 1. Reasons for rejection of the tender

A Tender shall be rejected if:

* it is not submitted in timely manner, it is unacceptable or inappropriate;
* Tenderer does not agree with a correction of calculation errors;
* it has significant faults according to Article 106 of the Public Procurement Law

namely if:

* Tenderer does not provide evidence on meeting mandatory conditions for participation;
* Tenderer does not provide evidence on meeting additional conditions;
* Tenderer does not submit the requested security instrument;
* the offered validity period of a Tender is shorter than prescribed;
* a Tender includes some other faults due to which it is not possible to establish a real content of the Tender or it is not possible to compare it to other Tenders.

Contracting Authority shall make a decision on cancellation of the public procurement procedure in accordance with Article 109 of the Law.

* 1. Deadline for making Decision on awarding contract/cancellation

Contracting Authority shall make a decision on awarding the contract/cancellation of the procedure within maximum 10 (ten) days from a date of public opening of tenders.

Contracting Authority shall publish the Decision on awarding the contract/cancellation of the procedure, on the Public Procurement Portal or on its website within 3 (three) days from a date of making such decision.

* 1. Negative references

Contracting Authority may reject a Tender if it has the evidence that a Tenderer, in the past three years prior publishing the tendering invitation, has acted in the following manner during public procurement procedure:

* acted in opposite to prohibition from Article 23 and Article 25 of the Law;
* breached competition rules;
* submitted false data in tender or without justified reasons refused to conclude the public procurement contract, after contract was awarded to it;
* refused to submit evidence and security instruments for which it was obliged according to tender.

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

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

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

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

* 1. Performing insight into the documents

Tenderer is entitled to have insight into the documents about the executed public procurement procedure after a decision on awarding the contract is made, namely after a decision on cancellation of the procedure is made, for which it may submit a request to Contracting Authority in written.

Contracting Authority shall enable the person from Paragraph 1 hereof to have insight into the documents and to copy documents from the procedure at the applicant's costs, within two days upon receiving the request in written, with obligation to protect data in accordance with Article 14 of the Law.

* 1. Safeguard of tenderers’ rights

Information on due dates and manner for submitting a request for safeguard of rights, with detailed instructions on contents of the complete request for safeguard of rights in accordance with Article 151, Paragraph 1, Clause 1)-7) of the Law, as well as fee amount from Article 156, Paragraph 1, Clause 1)-3) of the Law and detailed instruction on the confirmation from Article 151, Paragraph 1, Clause 6) of the Law which confirms that the fee is paid, and this is submitted together with the request for safeguard of rights during submission of the request to Contracting Authority, in order to deem this request as complete:

**Due dates and manner of submission of the request for safeguard of rights:**

A Request for safeguard of rights is submitted in person or via mail at the address: Public Enterprise Electric Power Industry of Serbia, with note “Request for safeguard of rights for low value public procurement services – economic counselling in procedures from competition rights and state aid, in accordance with the agreement on establishing energy community – public procurement No. JNMV/1000/0070/2017“, and a copy is submitted to the Republic Commission at the same time.

The Request for safeguard of rights may be submitted via e-mail to: [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs) and [milos.zarkovic@eps.rs](mailto:milos.zarkovic@eps.rs), during business days (Monday - Friday) from 08:00-15:00h.

The request for safeguard of rights may be submitted during the entire public procurement procedure, against any Contracting Authority's action, unless otherwise stipulated by the Law.

The Request for the safeguard of rights challenging the type of procedure, the contents of the invitation for the submission of tenders or tender documents, shall be considered timely if received by Contracting Authority at latest **3 (three)** days before the expiry of the deadline for the submission of Tenders, regardless of the manner of delivery, and if the applicant, in accordance with Article 63, Paragraph 2 of the Law, indicated possible faults and irregularities to Contracting Authority, and Contracting Authority has not rectified these.

The Request for safeguard of rights challenging actions taken by Contracting Authority prior expiration of deadline for submission of Tenders, and upon expiration of deadline from Paragraph 3 of this Clause, shall be deemed as timely if submitted at latest by the expiration date for submission of Tenders.

After adoption of the decision on awarding contract and decision on cancelling the procedure, the deadline for submitting request for the safeguard of rights shall be **5 (five)** days from the day when the decision is published on the Public Procurement Portal.

The Request for safeguard of rights shall not detain further Contracting Authority's actions in the public procurement procedure in accordance with provisions set in Article 150 of the Law.

Contracting Authority shall publish information on submitted request for safeguard of rights on the Public Procurement Portal and on its website at latest within two days upon receiving the request for safeguard of rights, which includes data from Attachment 3LJ.

Contracting Authority may decide to stop further activities in case of submission of the request for safeguard of rights, while it shall stipulate that it stops further activities in the public procurement procedure within the information on the submitted request for safeguard of rights.

**Detailed instructions on contents of a complete request for safeguard of rights** in accordance with Article 151, Paragraph 1, Clause 1) – 7) of the Law:

A Request for safeguard of rights includes the following:

1) name and address of an applicant and a contact person

2) name and address of Contracting Authority

3) information on public procurement being a subject of the request, i.e. on Contracting Authority's decision

4) violation of regulations which regulate public procurement procedure

5) facts and evidence for proving violations

6) confirmation on paid fee from Article 156 of the Law

7) applicant's signature.

**If the submitted request for safeguard of rights does not include all mandatory elements, Contracting Authority shall reject such request with the conclusion.**

Contracting Authority shall submit a Conclusion to the applicant and the Republic Commission within three days from a date of making this Conclusion.

The applicant may file an appeal to the Republic Commission against the Contracting Authority's conclusion within three days upon the receipt of the conclusion, while submitting a copy of the appeal to Contracting Authority.

**Fees from Article 156, Paragraph 1, Clause 1)- 3) of the Law:**

The Applicant for safeguard of rights shall pay a fee amounting to RSD **60,000.00** to the account of budget of the Republic of Serbia (account No. 840-30678845-06, payment code 153 or 253, number reference JNMV/1000/0070/2017, remittance purpose: Request for safeguard of rights, PE EPS, Carice Milice 2, Belgrade, Serbia, public procurement No. JNMV/1000/0070/2017, beneficiary: the budget of the Republic of Serbia) in the low value public procurement procedure.

Each party involved shall bear expenses caused by its own actions.

If the Request for safeguard of rights is reasonable, Contracting Authority shall reimburse costs to the Applicant incurred on the basis of the safeguard of rights upon the request in written.

If the Request for safeguard of rights is not reasonable, the Applicant for safeguard of rights shall reimburse costs to Contracting Authority incurred on the basis of safeguard of rights upon the request in written.

If the Request for safeguard of rights is partially adopted, the Republic Commission shall decide whether each party bears its own expenses or these expenses are to be divided proportionally to the adopted request for safeguard of rights.

Parties in the request shall precisely indicate costs for which they claim reimbursement.

Reimbursement may be claimed until Contracting Authority makes the decision, i.e. until the Republic Commission makes a decision on the submitted Request for safeguard of rights.

The Republic Commission shall decide upon costs. The decision made by the Republic Commission is the executive title.

**Detailed instruction on confirmation from Article 151, Paragraph 1, Clause 6) of the Law**

Confirmation which confirms that the fee is paid, and which is submitted with the Request for safeguard of rights during submission of the Request to Contracting Authority, in order to deem the Request as complete.

Article 151 of the Law (Official Gazette of the RS, No. 124/12, 14/15 and 68/15) prescribes that the Request for safeguard of rights has to include, among the others, confirmation of the fee payment from Article 156 of the Law.

The Applicant for safeguard of rights shall pay a fee to the account of budget of the Republic of Serbia in the amount prescribed by Article 156 of the Law.

As a confirmation of fee payment, in terms of Article 151, Paragraph 1, Clause 6) of the Law, the following shall be accepted:

1. Confirmation of fee payment from Article 156 of the Public Procurement Law which includes the following elements:

(1) that it is issued by a bank and to hold the bank's stamp;

(2) that it represents an evidence on fee payment, which means that the confirmation has to include information that the order for fee payment, i.e. order for money transfer, has been executed, as well as a date of order execution. The Republic Commission may have insight into corresponding account report submitted by the Ministry of Finance – Treasury Administration and to check additionally whether the money transfer order is executed.

(3) the fee amount from Article 156 of the Law for which a payment is made;

(4) account number: 840-30678845-06;

(5) payment code: 153 or 253;

(6) number reference: information on a number or designation of public procurement for which the Request for safeguard of rights is submitted;

(7) remittance purpose: Request for safeguard of right; name of Contracting Authority; number or designation of public procurement for which the Request for safeguard of rights is submitted;

(8) beneficiary: the budget of the Republic of Serbia;

(9) name of a payer, i.e. name of an applicant for request for safeguard of rights for which a fee is paid;

(10) a signature of bank's authorized person.

2. Payment order, the first copy, verified by a signature of an authorized person and bank or post stamp, including all other necessary elements from confirmation of fee payment listed in point No. 1.

3. Certificate issued by the Republic of Serbia, the Ministry of Finance, Treasure Administration, signed and verified by stamp, which includes all elements from confirmation on fee payment from point No. 1, except those listed under (1) and (10), for applicants for request for safeguard of rights who have account within appurtenant consolidated treasury account, and which is registered in the Treasury Administration (beneficiaries of budget funds, beneficiaries of organizations funds for mandatory social insurance and other public funds beneficiaries);

4. Certificate issued by National Bank of Serbia, which include all elements from confirmation of fee payment from point No. 1, for applicants for request for safeguard of rights (banks or other subjects) which have an account with National Bank of Serbia in accordance with law and other regulation.

A copy of properly completed money transfer order and a copy of properly completed payment order can be seen on the website of the Republic Commission for safeguard of rights in the public procurement procedures <http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html> and <http://www.kjn.gov.rs/download/Taksa-popunjeni-nalozi-ci.pdf>

PAYMENT FROM ABROAD

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

BANK’S NAME AND ADDRESS:

National Bank of Serbia (NBS)

11000 Belgrade, Nemanjina No. 17

Serbia

NAME AND ADDRESS OF THE INSTITUTION:

Ministry of Finance

Treasury Administration

Pop Lukina No. 7-9

11000 Belgrade

IBAN: RS 35908500103019323073

NOTE: During the payment it is necessary to state the following information on the payment - “details of payment“ (FIELD 70: DETAILS OF PAYMENT):

– number in the public procurement procedure to which the request for the protection of rights refers to and name of the Contracting Authority in public procurement procedure.

* 1. Contract conclusion and entry into force of the contract

Contracting Authority will submit the contract on public procurement to the Tenderer to whom the contract has been awarded within 8 (in written: eight) days from the expiration date for submitting a claim for rights protection.

Tenderer to whom the contract has been awarded has the obligation that during contract conclusion, and at the latest within 10 (in written: ten) days from the day of contract conclusion, submit original insurance policy from professional responsibility together with following documentation.

If the Tenderer to whom the contract has been awarded, refuse to sign the contract or do not sigh the contract within 8 (in written: eight) days, the Contracting Authority may conclude the contract with next the most optimal Tenderer.

If within the deadline for submission the Tender only one Tender is submitted and that Tender is acceptable, the Contracting Authority will conclude the contract, according to Article 112. Paragraph 2. Point 5 by the Law, with the Tenderer before the deadline for submission the request for protection the rights.

6.29 Changes during the duration of the contract

After contract conclusion about public procurement, the Contracting Authority can allow changes of important elements of the contract for objective reasons, such as: Force Majeure, amendment of valid legal regulations, measures of state authorities and changed circumstances on the market due Force Majeure.

The Contracting Authority may increase the scope of the subject of the public procurement from the contract about public procurement for maximum 5% of the total contract value under condition it is provided financial resources in case of unexpected circumstances during contract realisation, for which it wasn’t able to know during planning the procurement.

1. FORMS

FORM 1.

TENDER FORM

Tender No.\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for public procurement procedure of law value – service: Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community – Public procurement No. PPLV/1000/0070/2017

***1) GENERAL INFORMATION ABOUT THE TENDERER***

|  |  |
| --- | --- |
| *Name of the Tenderer:* |  |
| *Type of the legal entity:* |  |
| *Address of the Tenderer:* |  |
| *Identification number of the Tenderer:* |  |
| *Tax identification number of the Tenderer (TIN):* |  |
| *Name and surname of contact person:* |  |
| *Tenderer’s E-mail address:* |  |
| *Phone number:* |  |
| *Fax number:* |  |
| *Current account number of the tenderer and name of bank:* |  |
| *Person responsible for contract signing* |  |

***2) SUBMITS THE TENDER:***

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

***Note:*** *circle the way of submitting the Tender and write down data about Subcontractor, if Tender is submitted with subcontractor, i.e. data about all participants of joint Tender, if Tender is submitted by a group of subcontract Tenderers.*

***3) INFORMATION ABOUT SUBCONTACTOR***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of the subcontractor:* |  |
|  | *Type of the legal entity:* |  |
|  | *Address* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name and surname of contact person:* |  |
|  | *Percentage of total procurement value which will be executed by the subcontractor:* |  |
|  | *Part of the procurement scope which will be executed by the subcontractor:* |  |
| *2)* | *Name of the subcontractor:* |  |
|  | *Type of the legal entity:* |  |
|  | *Address* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name and surname of contact person:* |  |
|  | *Percentage of total procurement value which will be executed by the subcontractor:* |  |
|  | *Part of the procurement scope which will be executed by the subcontractor:* |  |

***Note:***

*Only Tenderers which submit the Tender with subcontractor fill in the table “Data about subcontractor”, but if there are larger numbers of subcontractors than spaces provided in table, it is necessary to copy this form in sufficient number of copies, fill in and submit for each subcontractor individually.*

***4) INFORMATION ABOUT MEMBER OF THE GROUP OF SUBCONTRACTORS***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of member of the subcontractor’s group:* |  |
|  | *Type of legal entity: (micro, small, middle, large, individual)* |  |
|  | *Address:* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name and surname of contact person:* |  |
| *2)* | *Name of member of the subcontractor’s group:* |  |
|  | *Type of legal entity: (micro, small, middle, large, individual)* |  |
|  | *Address:* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name and surname of contact person:* |  |
| *3)* | *Name of member of the subcontractor’s group:* |  |
|  | *Type of legal entity: (micro, small, middle, large, individual)* |  |
|  | *Address:* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name and surname of contact person:* |  |

***Note:***

*Only Tenderers which submit the joint Tender fill in the table “Data about participant in joint Tender”, but if there are larger number of participants in joint Tender than spaces provided in table, it is necessary to copy this form in sufficient number of copies, fill in and submit for each Tenderer who participates in joint Tender.*

***5) PRICE AND COMMERCIAL TERMS OF THE TENDER***

***PRICE***

|  |  |
| --- | --- |
| **SUBJECT AND NO. OF THE PROCUREMENT** | ***TOTAL AMOUNT\_\_\_\_\_ RSD VAT excluded*** |
| Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community, in accordance with the treaty establishing energy community – Public procurement No PPLV/1000/0070/2017 |  |

***COMMERCIAL TERMS***

|  |  |
| --- | --- |
| ***CONDITIONS IMPOSED BY THE CONTRACTING AUTHORITY*** | ***TENDER OF THE TENDERER*** |
| **DEADLINE AND WAY OF PAYMENT:**  Within 45 (in written: forty-five) days of receiving accurate bill and Record of qualitative and quantitative acceptance of services | Agreed with Contracting Authority’s request  YES/NO (circle) |
| **EXECUTION DEADLINE:**  Deadline for providing services and submitting the final Report is at most sixty (60) calendar days from the date of entry into force of the Contract. Tenderer has obligation to prepare and submit the first draft of Report for inspection at the latest within the deadline of forty-five (45) calendar days from the date of entry into force of the Contract | Agreed with Contracting Authority’s request  YES/NO (circle) |
| ***EXPIRY DATE OF TENDER:***  ***cannot be less than 60 days from the day of opening Tender*** | \_\_\_\_\_ days from the day of opening Tender |
| Tender of the Tenderer who does not except conditions of the Contracting Authority for deadline and way of payment, execution deadline, warranty period, place of execution and expiry date of Tender will be considered as unacceptable. | |

Date Tenderer

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Notes:***

*- Tenderer is obliged to fill in all commercial terms in the Tender Form (all empty boxes).*

*- If tenderer submit joint Tender, group of Tenderers may authorise one Tenderer from the group who will fill in, sign and authorise by stamp the Form of Tender or the Form of Tender sign and authorise by stamp all Tenderers from the group of Tenderers (in that case, this Form should adjust to larger number of signatories)*

FORM 2.

**PRICE STRUCTURE FORM**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *No* | ***Type of services*** | ***Unit*** | ***Scope*** | ***Unit price RSD –VAT excluded*** | ***Unit price RSD – VAT included*** | ***Total price RSD – VAT excluded*** | ***Total price RSD – VAT included*** |
| ***(1)*** | ***(2)*** | ***(3)*** | ***(4)*** | ***(5)*** | ***(6)*** | ***(7)*** | ***(8)*** |
| ***1.*** | Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community | *Report* | *1* |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **I** | **TOTAL TENDERED PRICE – VAT excluded (column No 7)** | ...................RSD |
| **II** | **TOTAL VAT AMOUNT** | ...................RSD |
| **III** | **TOTAL TENDERED PRICE – VAT included**  **(row No I+row No II)** | ...................RSD |

|  |  |  |
| --- | --- | --- |
| Date: |  | Tenderer |
|  | stamp |  |
|  |  |  |
|  |  |  |

***Note:***

- If group of Tenderer submits joint Tender, the Contractor signs and certifies this Form.

- If Tenderer submits Tender together with subcontractor, the Tenderer signs and authorised by stamp this Form.

**Instruction for filling in the Form for Price Structure**

Tenderer should fill in the Form for Price Structure Table No 1 in following way:

in column 5. write how much is the unit price – VAT excluded for performed services;

in column 6. write how much is the unit price – VAT included for performed services;

in column 7. write how much is the total price – VAT excluded by multiplying the unit price – VAT excluded (stated in column 5.) with required scope-quantity (stated in column 4.);

in column 8. write how much is the total price – VAT included by multiplying the unit price – VAT included (stated in column 6.) with required scope-quantity (stated in column 4.).

* in row No. I – total tendered price for all positions – VAT excluded has to be written (column No. 7)
* in row No. II – total VAT amount has to be written
* in row No. III – total tendered price – VAT included has to be written (row No. I + row No. II)
* in the place provided for place and date, place and date of fill in the Form for Price structure has to be written.
* In the place provided for stamp and signature, Tenderer authorized by stamp and signs the Form for Price structure.

FORM 3.

**FORM FOR TENDER PREPARATION EXPENSES**

for public procurement of services: Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community – Public procurement of low value

No PPLV/1000/0070/2017

In accordance with Article 88. Paragraph 1. of the Law on Public Procurement (“Official Gazette of RS” No.124/12, 14/15 and 68/15), Article 5. Paragraph 1. Point 6) sub-item (3) and Article 15. of the Policy of obligatory elements of Tender documents in procedures of public procurements and ways of proving the fulfilling the conditions (“Official Gazette of RS” No. 86/15), together with Tender I also submit

COSTS STRUCTURE OF TENDER PREPARATION

|  |  |
| --- | --- |
| costs of providing the security instruments | \_\_\_\_\_\_\_\_\_\_ RSD |
| Total costs – VAT excluded | \_\_\_\_\_\_\_\_\_\_ RSD |
| VAT | \_\_\_\_\_\_\_\_\_\_ RSD |
| Total costs – VAT included | \_\_\_\_\_\_\_\_\_\_ RSD |

I submit costs structure for Tender preparation and ask for compensation of stated costs if Contracting Authority suspends this procedure of Public procurement from the reasons which are on the Contracting Authority side, in accordance with Article 88. Paragraph 3. of the Law on Public Procurement (“Official Gazette of RS” No.124/12, 14/15 and 68/15).

|  |  |  |
| --- | --- | --- |
| Date: |  | Tenderer |
|  | stamp |  |
|  |  |  |
|  |  |  |

***Note:***

*-only those Tenderers who had stated costs and who claim compensation from the Contracting Authority by Law regulated cases fill in the Form for Tender preparation costs*

*-all other preparation costs and submitting the Tender are borne entirely the Tenderer and it cannot claim compensation from the Contracting Authority (Article 88. Paragraph 2. of the Law on Public Procurement (“Official Gazette of RS”, No.124/12, 14/15 and 68/15)*

*-if the Tenderer does not fill in the Form for Tender preparation costs, Contracting Authority has no obligation for costs compensation by Law regulated case*

-If group of Tenderer submits joint Tender, the Leader of the Group signs and certifies this Form. If the Tenderer submits this Tender together with subcontractor, Tenderer signs and certifies this Form.

FORM 4.

Pursuant to Article 26 of the Law on Public Procurement ("Official Gazette of RS", No. 124/2012, 14/15 and 68/15), Article 5 paragraph 1 item 6) sub-item (4) and Article 16 of Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfillment of Requirements (“Official Gazette of RS” no. 86/15) the Tenderer gives a:

**STATEMENT ON INDEPENDENT TENDER**

and under full civil and criminal liability confirms that the Tender no.:\_\_\_\_\_\_\_\_ for the Public procurement of services Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community –

Public procurement no JNMV/1000/0070/2017,

of the Contracting Authority Public Enterprize “Electric Power Industry of Serbia” Belgrade, on the basis of the Invitation to Tender published on the Public Procurement Portal and website of the Contracting Authority on \_\_.11.2017., is submitted indenpendently, without agreement with other Tenderers or interested persons.

The signatory is aware that if contrary is true, according the Article 168, paragraph 1, item 2) of the Law on Public Procurement ("Official Gazette of the Republic of Serbia" no.124/12, 14/15 and 68/15), the Contract on Public Procurement shall be null and void.

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

***Note:*** *If a joint Tender is submitted by a group of Tenderers, the statement is submitted for each member of the group. The statement shall be filled in, signed by the person authorised to represent Tenderer form the Group of Tenderers and sealed.*

*When submitting a Tender, this form should be copied in the required number of copies.*

FORM 5.

Pursuant to Article 75, paragraph 2 of the Law on Public Procurement ("Official Gazette of the Republic of Serbia" no.124 / 2012, 14/15 and 68/15) as a bidder / subcontractor we give a:

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

whereby we explicitly state that we have in our previous work and in the preparation of the Tender no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Public procurement of services Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community, in the procedure of Public procurement of small value number JNMV/1000/0070/2017, followed all obligations arising from valid regulations about safety at work, employment and work conditions, environmental protection, and that we do are not banned from performing the activity that is in effect at the time of submitting the Tender.

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

***Note:*** *If a joint Tender is submitted by a group of Tenderers, the statement is submitted for each member of the group. The statement shall be filled in, signed by the person authorised to represent Tenderer form the Group of Tenderers and sealed.*

*In case that the Tenderer submits the offer with the subcontractor, the Statement is submitted for the Tenderer and for the each Subcontractor. The statement must be completed, signed and certified by the authorized person for the representation of the Tenderer/subcontractor and sealed.*

*When submitting a Tender, this form should be copied in the required number of copies.*

FORM 6.

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

**WHEREBY TENDERER/GROUP MEMBER CONFIRMS FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN**

**PUBLIC PROCUREMENT PROCEDURE**

Pursuant to Article 77, paragraph 4 of the Law on Public Procurement ("Official Gazette of the Republic of Serbia", No.124/12, 14/15 and 68/15), Under full civil and criminal liability, The Tenderer gives a

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

Confirming that it meets mandatory and additional conditions comprised in Tender documents for Public procurement of services – Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community – Public procurement no. JNMV/1000/0070/2017, on the basis of the Invitation to Tender published on the Public Procurement Portal and website of the Contracting Authority on \_\_.11.2017.

**Mandatory conditions:**

1. It is registered with the competent authority i.e. entered into the corresponding

register;

2) It, or its legal representative have not been convicted of any criminal act as

members of an organized criminal group; that it has not been convicted for

commercial criminal offence, criminal offence against environment, criminal,

offence of receiving or offering bribe, criminal offence of fraud

3) It settled all due taxes, contributions and other public duties in accordance with

the regulations of the Republic of Serbia, or with foreign state of its head office

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

***Note:*** *If a joint Tender is submitted by a group of Tenderers, the statement is submitted for each member of the group. The statement shall be filled in, signed by the person authorised to represent Tenderer form the Group of Tenderers and sealed. Each member of the group encircles the number in front of the additional conditions he meets.*

*The Statement is submitted for the Tenderer. The statement must be completed, signed and certified by the authorized person for the representation of the Tenderer.*

*When submitting a Tender, this form should be copied in the required number of copies.*

FORM 6А

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

**WHEREBY SUBCONTRACTOR CONFIRMS FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE**

Pursuant to Article 77, paragraph 4 of the Law on Public Procurement ("Official Gazette of the Republic of Serbia", No.124/12, 14/15 and 68/15), Under full civil and criminal liability, The Subcontractor gives a

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

Confirming that it meets mandatory and additional conditions comprised in Tender documents for Public procurement of services – Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community – Public procurement no. JNMV/1000/0070/2017, on the basis of the Invitation to Tender published on the Public Procurement Portal and website of the Contracting Authority on \_\_.11.2017.

Mandatory conditions:

1. It is registered with the competent authority i.e. entered into the corresponding

register;

2) It or its legal representative have not been convicted for any criminal act as

members of an organized criminal group; that it has not been convicted for

commercial criminal offence, criminal offence against environment, criminal,

offence of receiving or offering bribe, criminal offence of fraud

3) It settled all due taxes, contributions and other public duties in accordance with

the regulations of the Republic of Serbia, or with foreign state of its head office

|  |  |  |
| --- | --- | --- |
| Date: |  | Subcontractor |
|  | L:S. |  |
|  |  |  |

***Note:*** *In case the Tenderer submits a Tender with the Subcontractor, the Statement is submitted for each Subcontractor. The statement shall be filled in, signed by the person authorised to represent Subcontractor and sealed.*

*When submitting a Tender, this form should be copied in the required number of copies.*

***Form 7.***

Pursuant to Article 76, paragraph 2 of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/14, 14/15 and 68/15), **under criminal and material responsibility**, as a Tenderer (member of a group of Tenderers), I give the following

**STATEMENT**

**ON STAFF CAPACITY**

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

*(to write Name and Seat)*

We dispose with the necessary staff capacity to meet conditions for the participation in Procurement JNMV ЈНМВ no. 1000/0070/2017 Economic expertise in competition and State aid proceedings, in accordance with the Treaty establishing Energy Community, in the procedure of the Public procurement of small value number and so:

a team of at least three (3) employees / engaged persons with at least five (5) years of experience in conducting of economic analysis in the area of the application of EU state aid rules, whereby all three (3) team members must have relevant experience in procedures before the European Institutions Union (i.e. before the European Commission and / or the Court of Justice of the European Union), and at least one (1) member of the team must have working experience within the Directorate-General for the Competition of the EU, or in advising it

LIST OF KEY STAFF ENGAGED ON CONTRACT EXECUTION

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| *No.* | Name and Srname of Team member | | *Team position* | | *Length of experience* | |
| 1. |  | |  | |  | |
| 2. |  | |  | |  | |
| 3. |  | |  | |  | |
| 4. |  | |  | |  | |
| 5. |  | |  | |  | |
|  | | |  | |  | |
| Date: | | |  | | Tenderer/group member | |
|  | | | L:S. | |  | |

***Form 7/a.***

**PROFESSIONAL EXPERIENCE OF TEAM MEMBER - CV**

**Proposed position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

[*only one candidate is appointed for a particular position*]

1. Name of person (full name and surname): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Date of birth: \_\_\_\_\_\_\_\_\_\_\_
3. Education:

|  |  |  |
| --- | --- | --- |
| 4.1 | Degree(s) / Diploma(s) acquired: |  |
| 4.2 | Educational institution(s) - duration: from (month/year) to (month/year): |  |

1. Membership in professional associations:
2. Other trainings (specify all the institutions and the title qualifications awarded):
3. Countries where professional experience was gained (list of countries):
4. Language skills (rate from 1 to 5, where 1 is maximum):

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

1. Occupation / position held (starting from the most recent downwards to the first job):

|  |  |
| --- | --- |
| Period:  from (month/year) to (month/year) |  |
| Address |  |
| Company |  |
| Name of occupation/postion held |  |
| Main activities and responsibilities |  |

|  |  |
| --- | --- |
| Period:  from (month/year) to (month/year) |  |
| Address |  |
| Company |  |
| Name of occupation/position held |  |
| Main activities and responsibilities |  |

|  |  |
| --- | --- |
| Period:  from (month/year) to (month/year) |  |
| Address |  |
| Company |  |
| Name of occupation/position held |  |
| Main activities and responsibilities |  |

1. Engagement schedule (list of tasks to be engaged in):
2. Former engagement on the positions that are the subject of the service (based on previous activities and tasks completed on this position, specify only those authenticating the relevant experience of the proposed team member according to the request from the Tender Documentation)

|  |  |
| --- | --- |
| **Information on the activities performed:**  [ *List all the activities performed on this position*] | **The jobs/projects describing the ability to perform assigned tasks at the most**  Name of task/project:  Year:  Location/Place:  Client:  Activities: |

Date:

Signature of Team Member:

***Form 8.***

**LIST OF THE SERVICES PROVIDED – EXPERT REFERENCES OF TENDERER**

|  |  |  |
| --- | --- | --- |
| No. | Contracting Authority providing the reference | Date of the contract conclusion and period of performance of services |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| N |  |  |

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Service Provider/Team Member |
|  |  |  |
|  |  |  |

***Note:*** *In Form 8., List of the services provided is specified in numerical order the contracts for completed services as per the requirements of the tender documentation. Any of the contract completed for the provided services must be confirmed by submitting the corresponding certificate of the services provided with the previous contracting Contracting Authority, according to Form 8/a.*

*If, in Form 8., List of the services provided contains the contracts for completed services not to be authentiacted by submitting the corresponding certificate or if the certificate does not contain all that is required by the tender documentation, such references will not be taken into consideration.*

*To make the link identification easier between Form 8/a Certificate on Reference Procurements of the Supplier/Service Provider and Form 8. List of the services provided, it is preferred that the Supplier/Service Provider specifies the regular reference number from List of the services provided (Form 8.) in the upper left corner on each certificate.*

***Form 8/а.***

**CONFIRMATION OF RELEVANT EXPERIENCE**

Contracting Authority/Client of the subject services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(name and address of the Client)

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name, surname, position, phone and e-mail)

Hereby certify that

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

(specify name of the Supplier/Service Provider)

has rendered the following services to our benefit:

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

(specify the subject, give a brief description of the services provided and the investment project)

within the stipulated period, the volume and quality, and that there were no complaints on it.

Date L.S. Client/Contracting Authority of the services provided

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

(signature and stamp)

ANNEX 1.

**AGREEMENT OF THE GROUP OF TENDERERS (JOINT TENDER PARTICIPANTS)**

*Pursuant to the Article 81. of the Public Procurement Law („Official Gazette of RS” No. 124/2012, 14/15, 68/15), an integral part of joint tender is the Agreement on Group of Tenderers - Joint Service Completion Contract committing between themselves and towards the Contracting Authority to fullfil jointly the public procurement, which has to contain mandatory information on:*

|  |  |
| --- | --- |
| INFORMATION ON | NAME AND SEAT OF JOINT TENDER PARTICIPANT ( MEMBER OF TENDERERS GROUP ) |
| *1. The Member of the Tenderers Group who will be the holder of the Contract, respectively the one who will submit the tender and represent the Group of Tenderers to the Contracting Authority;* |  |
| *2. Description on obligations / transactions of each Member of the Tenderers Group in the contract completion:* |  |
| *3. Others:* |  |

*Signature of the authorized person of Joint Tender Participant:*

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

*L.S.*

*Signature of the authorized person of Joint Tender Participant:*

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

*L.S.*

Date:

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

7. DRAFT CONTRACT

*In accordance to the provided Draft Contract and elements of the most favourable Tender, Public Procurement Contract shall be concluded. Tenderer shall submit in the tender provided Draft Contract signed and stamped.*

**Contracting Parties:**

**CLIENT**:

1. State-owned enterprise “Elekroprivreda Srbije”, Belgrade, Str. Carice Milice 2, registration number: 20053658, TIN 103920327, current account no. 160-700-13 Banca Intesa ad Belgrade, represented by the legal representative Milorad Grčić, Acting Director (hereinafter referred to as: the Client)

and

**SERVICE PROVIDER**:

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Service Provider name) \_\_\_\_\_\_\_\_(headquarter), Str. \_\_\_\_\_\_\_\_\_\_\_\_(street name), No.\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_, current account \_\_\_\_\_\_\_\_\_\_\_ (current account no.), Bank\_\_\_\_\_\_\_\_\_\_(Bank name), represented by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in the capacity of), \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and Surname), \_\_\_\_\_\_\_\_\_\_\_ (Title) (as a Leader on behalf and account of the joint Tender) (hereinafter referred to as: the Service Provider)

(hereinafter jointly referred to as: the Contracting Parties)

Signed in Belgrade,

**CONTRACT ON SERVICE PROVIDING**

**PREAMBLE**

Whereas:

• The Contracting Authority (hereinafter referred to as: the Client) has executed a low-value public procurement procedure, pursuant to Articles 39 and 124a of the Public Procurement Law ("Official Gazette of RS" No 124/2012, 14/2015 and 68/2015), (hereinafter referred to as: the Law) for the Public Procurement of Services - ECONOMIC EXPERTISE IN COMPETITION AND STATE AID PROCEEDINGS, IN ACCORDANCE WITH THE TREATY ESTABLISHING ENERGY COMMUNITY (hereinafter referred to as: the Service), JNMV/1000/0070/2017.

• Invitation to Tender concerning subject Public Procurement was published on the Public Procurement Portal on \_\_.11.2017, as well as on the website of the Client;

• The Tenderer's Offer (hereinafter referred to as: the Service Provider) in the low-value public procurement procedure for PP No. JNMV/1000/0070/2017, being registered with the Client under JP EPS No. \_\_\_\_\_\_ dated \_\_\_\_\_.2017 fully complies with the request of the Client from the Invitation to Tenders and the Tender Documents;

• The Client, based on the Service Provider Tender and the Contract Award Decision, has selected the Service Provider for the implementation of the service, the Public Procurement No. JNMV/1000/0070/2017.

**SUBJECT OF THE CONTRACT**

**Article 1**

With this Service Contract (hereinafter referred to as "the Contract"), the Service Provider undertakes to perform and provide the Service for the Client: ''ECONOMIC EXPERTISE IN COMPETITION AND STATE AID PROCEEDINGS, IN ACCORDANCE WITH THE TREATY ESTABLISHING ENERGY COMMUNITY“ (hereinafter referred to as: the Service), all in accordance with the Tender Documents, the Service Provider's Tender and Price Breakdown, which as Annex 1, Annex 2 and Annex 3 form an integral part of this Contract.

**CONTRACTUAL VALUE**

**Article 2**

The Service price referred to in Article 1 of this Contract amounts \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) RSD/EUR, excluding value added tax.

The price of the service referred to in paragraph 1 of this Article shall be calculated with the relevant value added tax in accordance with the regulations of the Republic of Serbia.

All costs related to the implementation of the Service are included in the price.

***Note regarding Service if performed by a foreign person:***

*The Service Provider agrees that the Client shall suspend and pay the income tax on the deduction of gross contracted value on the basis of compensation from the services provided i.e. which will be provided or used in the territory of the Republic of Serbia) referred to in Article 1 of this Contract.*

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

*The Service Provider undertakes to provide the Client with evidence of the status of resident of the domicile State and a residence certificate certified by the competent authority of the domicile state in the form specified by the regulations of the Republic of Serbia or in a certified translation of the form prescribed by the competent authority of the domicile State of the Service Provider and evidence that it is real the owner of the income when signing the contract or within eight days from the day of the Contract signing, in accordance with the concluded Contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the avoidance of double taxation \_\_\_\_\_\_\_\_\_\_\_\_\_(* *state the correct name of the Contract).*

*The Service Provider is obliged to provide the Client with evidence for each calendar year (in the case of the service procurement that is provided over a number of calendar years).*

*The Client is obligated to provide the Service Provider with a certificate of paid tax on profits with deduction with the original certificate issued by the tax authority of the Republic of Serbia within 30 days from the date of payment of the tax.*

*If the Service Provider does not submit the evidence from paragraph \_\_\_ Client shall calculate, deduct and pay the deduction tax in accordance with the regulations of the Republic of Serbia without applying the concluded Double Taxation Contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify the exact name of the Contract) and has no obligation to submit the certificate from the previous paragraph.*

*In the event that the Republic of Serbia with the domicile country of the Tenderer has not concluded a Contract on avoidance of double taxation or the subject of the procurement is not contained in the Contract on the avoidance of double taxation*

*The contracting parties agree that the Client shall calculate, deduct and pay deduction tax in accordance with the tax regulations of the Republic of Serbia.“*

*(Note: the final text of this Article will be agreed upon Contract award if the Contract is concluded with a foreign person)*

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

**METHOD OF PAYMENT**

**Article 3**

The Client is obligated to pay the service implementation to the Service Provider as follows:

• 100% of the total service value with associated value added tax will be paid after the Service execution, within 45 (in letters: forty-five) days from the date of receipt of the corresponding invoice issued on the basis of the accepted and approved Economic Analysis Report (''**Report**“), after the mutually signed Minutes on Qualitative and Quantitative acceptance of the Service (without remarks), signed by the authorized representatives of the Contracting Parties.

The invoice must be sent to the address of the contracting authority: Public Enterprise “Electric Power Industry of Serbia”, Belgrade, Carice Milice, TIN 103920327, with adequate proof in the form of a newspaper clipping.

**DEADLINE AND TIME SCHEDULE FOR SERVICE PROVIDING**

**Article 4**

The service deadline and submission of the final Report is 60 (in letters: sixty) calendar days from the date of the Contract entry into force. The Tenderer shall prepare and submit the first draft of the Report to the Contracting Authority for review at the latest within 45 (in words: forty-five) calendar days from the date of the Contract entry into force.

Above mentioned deadline applies only to the delivery of the Report in English.

Deadline for submission of version in Serbian language is no more than two weeks from the delivery of the original version in English language.

**LIABILITIES OF SERVICE USER**

**Article 5**

The Client undertakes to make the Service Provider a payment of the price for the Services provided under Article 1 of this Contract, in the manner and within the deadlines set forth in Article 3 hereof.

All payments under this Contract shall be made to the following account of Service Provider:

Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Bank:\_\_\_\_\_\_\_\_\_\_\_\_

**Article 6**

During the overall period for implementation of the subject of this Contract, the Client shall provide to the Service Provider all relevant data, documents, and information that it has at his disposal at time of conclusion of this Contract, being in connection with this Contract implementation.

The Client has the right to request from the Provider all necessary explanations of the material prepared by the Service Provider during services providing being the subject to this Contract, as well as to request amendments and supplements to the submitted materials in order to satisfy the purpose of this Contract in an acceptable manner.

**LIABILITIES OF SERVICE PROVIDER**

**Article 7**

The Service Provider shall prepare and submit a Detailed Report on the conducted economic analysis. The Report must be drafted in English and in Serbian (a Serbian language version can be submitted within a maximum of two weeks from the delivery of the original version in English language).

Final Report will be delivered to the Client in written and electronic form (on disk, USB or other data carrier).

**QUALITATIVE AND QUANTITATIVE ACCEPTANCE**

**Article 8**

The Service Provider shall provide the Client with a Report on the conducted economic analysis upon service implementation.

The control of the Report on the conducted economic analysis and verification whether the same has been performed in accordance with the characteristics required in the service specification in terms of volume and quality, will be performed at the Headquarter of the Client, by the authorized person of the Client and the representative of the Service Provider, which shall be ascertained by the Minutes on Qualitative and Quantitative Accepting of Service.

The quality of the service is determined by the acceptance of the draft Report by the responsible/authorized person of the Client, and the quantity by the receipt of the Report in written and in electronic form (on disk, USB or other data carrier).

The Client reviews the submitted Report and, if necessary, makes remarks and harmonizes the same with the Service Provider, who shall act upon the final remarks of the Client within the deadline specified by the Client.

In the event that during the Service acceptance it is determined that the actual situation does not correspond to the volume and quality, the Client at the latest within 2 (in words: two) days shall immediately record the complaint and send it to the Service Provider.

The Service Provider, at its own expense, undertakes to eliminate defects established by the Client during quantitative and qualitative acceptance within 5 (five) days from the receipt of the complaints.

**AUTHORIZED REPRESENTATIVES FOR CONTRACT IMPLEMENTATION MONITORING**

**Article 9**

Authorized representatives for services implementation monitoring referred to in Article 1 hereof are:

- for Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

- for Service Provider:1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Specified persons of the Service Provider shall be responsible for organizing all contracted services, contact and coordination with the appointed person for monitoring the implementation on behalf of the Client, drafting and signing Minutes on Qualitative and Quantitative Accepting of Service

**EXECUTORS**

**Article 10.**

Executors are engaged persons by the Service Provider.

The Service Provider delivers to the Client:

- List of executors to be approved by Client, with stated qualifications of all executors and precisely defined activities to be performed in Service execution (List of executors is provided under Annex 4 hereof).

If, during the execution of the Service, there is a reasonable need to replace one or more executors, as well as according to the unpredicted request by the Client, the Service Provider is obliged to replace the abovementioned member with another, who at the least has equivalent professional qualification and qualities, with the prior written consent by the Client.

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

**Article 11**

The Service Provider and its staff engaged on the execution of activities being the subject of this Contract shall preserve the confidentiality of all data and information contained in documents, reports and notices, obtained in the course of implementation of services and they shall use them exclusively for the performance of such Service.

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

**FINANCIAL SECURITY INSTRUMENTS**

**Article 12**.

Service Provider shall, at the moment of the Contract concluding, and no later than 10 (ten) days from a date of signing the Contract, as deferral requirement from Article 74, paragraph 2 of Law on Contracts and Torts (Official Gazette of SFRY No. 29/78, 39/85, 45/89 – decision of Yugoslav Constitutional Court and 57/89, Official Gazette of FRY No. 31/93 and Official Gazette of Serbia and Montenegro No. 1/2003 – Constitutional Charter), (hereinafter referred to as: ZOO), provide to the Client original of insurance policy against professional liability with accompanying documentation (insurance terms and conditions) with a minimum insurance coverage of at least EUR 100,000.00 in RSD equivalent at the average exchange rate of the National Bank of Serbia on payment day, for harmful event, for an unlimited number of harmful events.

**CONCLUSION AND ENTRY INTO FORCE**

**Article 13**

This Contract shall be deemed to have been concluded when it is signed by the legal representatives of the Contracting Parties.

This Contract shall enter into force when the Service Provider in compliance with the deadlines referred to in Article 12 hereof as a deferral requirement, provide to the Client a financial security instrument.

This Contract is concluded to the mutual fulfilment of contractual obligations.

**Article 14**

This Contract and its Annexes are in Serbian language.

The laws of the Republic of Serbia shall be governed to this Contract.

In the event of a dispute, the law of the Republic of Serbia is governing law, and the procedure shall be conducted in Serbian language.

**FORCE MAJEURE**

**Article 15**

In the event of Force Majeure - contingency events beyond the control of the Contracting Parties, which prevent any Contracting Party to fulfil its obligations under this Contract - the performance of the contractual obligations shall be terminated to the extent that the Contracting Party is affected by such an event and during a time for inability to execute contractual Services due to the occurrence of unforeseen events, provided that the other Contracting Party is informed, within a maximum of 3 (three) business days of the force majeure occurrence.

In the event of Force Majeure, the Service Provider shall have the right to extend the term of the Contract validity for the time that caused the delay in the execution of the contracting Services, caused by a Force Majeure.

Each of the Contracting Parties shall bear its own costs incurred during the period of Force Majeure, i.e. for the period of Contract suspension due to the force majeure events, for which Contract validity deadline is to be extended.

If Force Majeure event continues over a period longer than 90 (in words: ninety) days, each Contracting Party may terminate this Contract within 30 (in words: thirty) days, with a written notice to the other Contracting Party of the intention to terminate the Contract.

**INDEMNITIES**

**Article 16**

Pursuant to the ZOO, Service Provider shall be liable for the damage, which Client suffered due to non-fulfilment, partial fulfilment or delay in the fulfilment of the obligations assumed by this Contract.

If Client suffers losses due to Service Provider's acting or non-acting and if Contracting Parties agree upon a basis and amount of suffered losses, Service Provider shall agree to reimburse those losses to Client, in a manner that Client shall be entitled to indemnification for losses without Service Provider's special notice with issuing a corresponding calculation with payment due date within 15 days in (letters: fifteen) from a date of issuing the same.

Neither Contracting Party shall be liable for any indirect loss and/or for lost profit in any form, which would be out of scope of indirect common losses, and which may origin from or in relation to the Contract, except in case of gross negligence or acting out of professional standards for this type of service at Service Provider side.

**LIQUIDATED DAMAGE**

**Article 17.**

In the event that the Service Provider by its own fault does not execute/implement contractual obligations within the deadline, Service Provider shall pay to the Client contractual penalties, in the amount of 0.2% of contracted value for each day of delay that started, in the maximum amount of 5% of the total value under Article 2 paragraph 1 hereof, VAT excluded.

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

If the Client due to the delay as from paragraph 1 of this Article suffer damages larger than the amount of these penalties, he shall be entitled to compensation of the difference between the damage in full and the penalties paid out.

**CONTRACT TERMINATION**

**Article 18**

Each Contracting Party shall unilaterally terminate this Contract before the expiry of the period in the event of non-compliance of the other Contracting Party with the provisions of this Contract, as well as the failure to start execution or non-performance of the Service subject to this Contract, by submitting a written statement of unilateral termination of the Contract to the other Contracting Party and with respect to the cancellation deadline of 15 (in letters: fifteen) days from the date of written statement delivery.

If the Service Provider terminates this Contract without a justified reason, the Service Provider shall be entitled to charge the liquidated damage referred to in Article 17 of this Contract, in the amount of 5% of the total Contract value without VAT, all in accordance with the ZOO, and if the Client unjustifiably terminates this Contract, the Service Provider shall be entitled for compensation of damages, in accordance with the ZOO.

**FINAL PROVISIONS**

**Article 19**

If during the term of the obligations under this Contract there is a status change in the Contracting Parties, the rights and obligations are to be transferred to the appropriate legal successor.

Upon the conclusion and entry into force of this Contract, the Client may allow, and the Service Provider shall be obliged to accept the change of the Contracting Parties due to status changes with the Client in accordance with the Status Change Contract.“

**Article 20**

Neither Contracting Party has the right to assign, sell or pledge to any third party any of its rights and obligations under this Contract without the prior written consent of the other Contracting Party.

**Article 21**

Invalidity of any of provisions hereof shall not influence validity of other provisions of the Contract, unless it significantly affects the implementation of this Contract.

**Article 22**

Contracting Parties during the term of this Contract due to changed circumstances more closely specified in the Article 115 of the Law may, in written form, make Annex with amendments and modifications to this Contract.

**Article 23**

Any misunderstandings that may arise from this Contract, shall be settled amicably by the Contracting Parties, and in the event of failure, Contracting Parties agree that each dispute arising from this Contract shall be resolved by the competent court in Belgrade/*(Permanent Arbitration at the Chamber of Commerce of Serbia, with the application of its Rulebook (note: the final text in the Contract depends on whether it is a domestic or foreign Seller)*.

**Article 24**

The respective provisions of the ZOO and other laws, by-laws, standards and technical norms of the Republic of Serbia applicable to the relations of the Contracting Parties which are not regulated by this Contract shall apply with respect to the subject matter of this Contract.

**Article 25**

An integral part of this Contract is:

Annex No. 1 Tender Documents (code on the Portal \_\_\_\_\_\_\_);

Annex No. 2 Tender No.\_\_\_\_\_\_ dated \_\_\_\_\_\_;

Annex No. 3 Tender Price Breakdown;

Annex No. 4 Joint Service Execution Agreement No.\_\_\_\_ dated \_\_\_\_\_:

Annex No. 5 List of key personnel engaged in the Contract implementation;

**Article 26**

The Contract is made in 6 (six) copies and each Contracting Party keeps3 (three) identical copies.

CLIENT SERVICE PROVIDER

State-owned Enterprise Name

“Elektroprivreda Srbije”

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

Milorad Grčić Name and surname

Acting Director Title