

**PUBLIC ENTERPRISE " ELECTRIC POWER INDUSTRY OF SERBIA" BELGRADE
BRANCH "DRINSKO – LIMSKE HE" BAJINA BAŠTA**



THE TENDER DOCUMENTATION

for submission of bids in an open procedure
for public procurement of goods number **JN/2100/0480/2017**

PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “

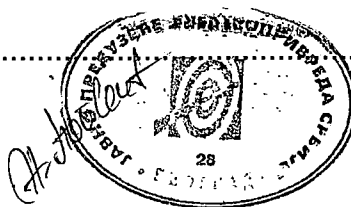
COMMISSION

For enforcement of public procurement number JN/2100/0480/2017

by Decision number 6.05.6-E.02.01.-395054/3-2017

date 29.08.2017. year

1. Dušan Trišić, member -
2. Boris Jovanović, member
3. Milutin Simić, member
4. Nataša Popović, member
5. Nenad Gačić, član - secretary



Tender documents filed in PE EPS
Branch "Drinsko - Limske HE" Bajina Basta
6.05.6 No-E.02.01.- 88448/3
1.9.02. 2018 of the year

Bajina Bašta, November 2017.

In accordance with Article 32 and 61 of the Public Procedure Law - Law („Fig. Gazette" no. 124/12, 14/15 and 68/15, hereinafter referred to as the Law), member 2 of the Book of mandatory elements of tender documents procurement procedures and the method of proving that the conditions ("Fig. Gazette" no. 86/15), Decision on initiation of a procurement number 6.05.6-E.02.01.- 395054/2-2017 of 29.08.2017. and the decision on the establishment of the Commission for Public Procurement Code 6.05.6-E.02.01.- 395054/3-2017 from 29.08.2017. was prepared:

THE TENDER DOCUMENTATION
for submission of bids in an open procedure
for public procurement of goods number JN/2100/0480/2017

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1. GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

Name and address of the Contracting Authority	Public Enterprise "Electric Power Industry of Serbia" Belgrade, Carice Milice Street No. 2, 11000 Belgrade Branch "Drinsko - Limske HE" Bajina Basta Trg Dušana Jerkovića 1, 31250 Bajina Basta HE "Bajina Basta"
Website Purchaser	www.eps.rs
Type of procedure	Open procedure
The subject of public procurement	Supply of goods: "Supply of spare parts for PSPP "Bajina Basta"
A description of each Lot	Public procurement is not formed by Lots
The aim of the procedure	The conclusion of the Contract on public procurement
Contact	Boris Jovanović, e-mail: boris.jovanovic@eps.rs Nataša Popović, e-mail: natasa.popovic@eps.rs

2. INFORMATION ON THE SUBJECT OF PUBLIC PROCUREMENT

2.1. Description of tender, name and designation from the general vocabulary acquisition

Description of the public procurement: Supply of spare parts for PSPP "Bajina Basta.

The name of the procurement "Supply of spare parts for PSPP Bajina Basta "

Title: Turbine equipment

Code: 42112400

3. TECHNICAL SPECIFICATIONS

3.1. TYPE AND QUANTITY OF GOODS

Goods that are the subject of this public procurement are parts for PSPP "Bajina Basta" with accompanying technical documentation, certificates and catalogs.

3.2. QUALITY AND TECHNICAL CHARACTERISTICS (SPECIFICATIONS)

Over the years, the exploitation of existing spare parts consumed, and there was a need for purchasing new spare parts. These spare parts are designed to replace the existing, installed and in working order and to shorten the duration of the Units f incapacity for work due to a malfunction. As such their technical features and functions must fully match existing parts, supplied and installed by the manufacturer Toshiba Corporation, Japan. Spare parts, after its installation, must not in any way jeopardize the safe and reliable operation of unit PSPP or individual circuits or valid warranty conditions for the turbine governors of PSPP.

Goods that are the subject of this public procurement must fully meet all the requirements set out in the tender documents. Otherwise, the bid will be rejected as inadequate.

3.3. DELIVERY OF GOODS

Delivery of the goods begins to run from the date of receipt of the request for delivery by the Seller.

Purchaser-buyer will request for delivery of the selected bidder (Seller) to submit, no later than 20 calendar days from the date of entry into force of the Contract, in writing, by e-mail to the address indicated by the bidder in the tender.

Seller is obliged to complete the scope of delivery of the goods within a period not longer than **250 calendar days** from the date of receipt of the request for delivery by the Seller.

If the Bidder offer longer terms or do not offer the Purchaser to reject the bid as unacceptable.

3.4. PLACE AND METHOD OF DELIVERY OF GOODS

Place of delivery of the goods is warehouse at the Purchaser:

**Public Enterprise "Electric Power Industry of Serbia" Belgrade,
Branch 'Drinsko - Limske
HE" Bajina Basta,
31256 PERUĆAC,**

in accordance with the terms of Incoterms **2010 DAP parity.**

The delivery of subject goods, within a defined period of delivery, is in period from Monday to Friday from 07 to 13 hours. The seller of goods is obliged to organize transport of subject goods to the place of delivery at his own expense at a specified schedule.

3.5. WARRANTY PERIOD

The warranty period for the offered goods shall not be less than **24 (twenty-four) months** from the date when it was made a quantitative and qualitative acceptance of goods and mutually signed Minutes, without objection.

Seller shall at his own expense, remove any potential defects during the warranty period.

In this case of replacement of some items during the warranty period, the warranty period of such items shall be extended for the period during which they were out of use, provided that in no case extended more than one year from the original warranty period.

The warranties set forth in this section shall be exclusive and in lieu of all other warranties & conditions, whether express, implied or statutory, including but not limited to the implied warranties & conditions satisfactory quality, of merchantability and of fitness for a particular purpose.

3.6. QUALITATIVE AND QUANTITATIVE APPROACH

During delivery and reception in the warehouse of the buyer, shall be the primary review of the general state of the equipment i.e. determine whether the subject goods arrived undamaged during transport and unloading.

The responsibility for any damage of the goods occurred during the transport and unloading bears sole supplier (seller). In this case, in minutes shall be noted result in damage and defined the time period during which the seller is obliged to replace the damaged goods in the correct identical characteristics.

It is believed that the qualitative and quantitative reception of the goods has been fully executed when the Purchaser (Buyer) and the Seller sign the Minutes of the performed supply of goods which do not contain any remarks which provide additional obligations of the Seller regarding the subject goods. Such minutes shall be considered definitive.

4. CONDITIONS OF PARTICIPATION IN THE PROCESS OF PUBLIC PROCUREMENT OF ART. 75 AND 76 OF THE PUBLIC PURCHASE LAW AND INSTRUCTION HOW IS THE FULFILLMENT OF THESE CONDITIONS

	4.1 MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PROCESS OF PUBLIC PROCUREMENT OF ARTICLE 75 OF THE LAW
1.	<p><u>Condition:</u></p> <p>The Supplier is registered with the competent authority or registered in the register;</p> <p><u>Proof:</u></p> <ul style="list-style-type: none"> • for a legal person: Extract from the register of the Agency for Business Registers, or a certificate from the registrar of the Commercial Court • for entrepreneurs: Excerpt from the register of the Agency for Business Registers, or a certificate from the appropriate register <p><u>Note:</u></p> <ul style="list-style-type: none"> ▪ <i>In case the bid is submitted by a group of bidders to submit this evidence for each member of the consortium</i> ▪ <i>In the event that a bidder submits a bid with a subcontractor, the proof submit for each subcontractor</i>
2.	<p><u>Condition:</u></p> <p>The bidder and his legal representative have not been convicted for any criminal act as members of an organized criminal group and have not been sentenced for crimes against the economy, crimes against environmental protection, the offense of receiving or giving bribes, the crime of fraud</p> <p><u>Evidence:</u></p> <p>- for a legal person:</p> <ol style="list-style-type: none"> 1) for legal representative - a certificate from the criminal records of the police department of the Ministry of Interior - the requirements for the issuance of the certificate may be submitted by place of birth or the place of residence 2) for legal entities - for organized crime - a special certificate classes (organized crime) Higher Court in Belgrade, confirming that the bidder (legal entity) has not been convicted for any criminal act as members of an organized criminal group. In this regard, the website of the Higher Court in Belgrade published a notice: http://www.bg.vi.sud.rs/lt/articles/o-visem-sudu/obavestenje-ke-za-pravna-lica.html3) 3) For a legal entity - for crimes against the economy, against the environment, the offense of receiving or giving bribes, the crime of fraud - Certificate of the Municipal Court (which includes information from criminal records for crimes within the jurisdiction of the ordinary Criminal Division of the High Court) on whose territory is the seat of the local legal entities, i.e. the seat of the representative office or branch of a

	<p>foreign legal entity, certifying that the bidder (legal entity) has not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud</p> <p><i>Special note:</i></p> <p>If the certificate of the Municipal Court does not include data from the criminal records for crimes within the jurisdiction of the ordinary Criminal Division of the High Court, it is next to the beliefs of the Municipal Court to submit the certificate of the High Court in whose territory the seat of the local legal entities, i.e. the seat of the representative office or branch of a foreign legal face, confirming that the bidder (legal entity) has not been convicted for crimes against the economy and the crime of bribery..</p> <p>- for natural persons and entrepreneurs:</p> <p>The certificate from the criminal records of the police department of the Ministry of the Interior – requirements for the issuance of the certificate may be submitted by place of birth or the place of residence.</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> ▪ <i>In case the bid is submitted by a legal entity it is necessary to submit this evidence and the legal entity and the legal representative</i> ▪ <i>In the event that a legal entity has more than one legal, the evidence supplied for each of them</i> ▪ <i>In case the bid is submitted by a group of bidders to submit this evidence for each member of the consortium</i> ▪ <i>In the event that a bidder submits a bid with a subcontractor, the evidence and submit for each subcontractor</i> <p>This evidence can not be older than two months before the opening of the bids.</p>
3.	<p><u>Condition:</u></p> <p>That the bidder has paid due taxes and other public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its seat in its territory</p> <p><u>Evidence:</u></p> <p>- for legal entities, entrepreneurs and individuals:</p> <ol style="list-style-type: none"> 1. Certificate of the Tax Administration of the Ministry of Finance that has paid due taxes and contributions and 2. Certificate Administration of Public Revenues (city or municipality) to the location of the seat of the taxpayer legal persons and entrepreneurs, or the permanent residence of the natural person that has settled liabilities arising from the original local public revenues <p>Note:</p>

	<ul style="list-style-type: none"> ▪ <i>If the local (municipal) administration of public revenue in its certificate stating that the evidence of a particular source of local government revenues obtained from other local authorities / organizations / institutions bidder is bound to with a certificate from the local administration of public revenue accompanied and certificates of these other local bodies / organizations / institutions</i> ▪ <i>If the bidder in the privatization process, instead of the above two pieces of evidence, it is necessary to submit a certificate of the Agency for privatization that is in the process of privatization</i> ▪ <i>In case the bid is submitted by a group of bidders to submit this evidence for each participant from the group</i> ▪ <i>In the event that a bidder submits a bid with a subcontractor, this evidence to submit to subcontractors (if more subcontractors to deliver to each of them)</i> <p>This evidence cannot be older than two months before the opening of the bids.</p>
4.	<p><u>Condition:</u></p> <p>That the supplier respects the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that no ban on performing the activity which is in force at the time of submission of the bid</p> <p><u>Evidence:</u></p> <p>Signed and certified form of the statement according to Article 75, paragraph 2 of the Law (Form 4)</p> <p>Note:</p> <ul style="list-style-type: none"> ▪ <i>The declaration must be signed by authorized person representing the bidder and stamped.</i> ▪ <i>If the bid is submitted by a group of bidders declaration must be submitted for each member of the consortium. The declaration must be signed by the person authorized to represent the bidder from the group of bidders and stamped.</i> ▪ <i>In the event that a bidder submits a bid with a subcontractor, Statement is delivered to the seller and each subcontractor. The declaration must be completed, signed and stamped by the person authorized to represent the suppliers / subcontractors and stamped.</i>
	<p>4.2 ADDITIONAL TERMS FOR PARTICIPATION IN THE PROCESS OF PUBLIC PROCUREMENT OF ARTICLE 76 OF THE LAW</p>
5.	<p><u>Condition:</u></p> <p>If the Bidder is not the original supplier of the equipment for PSPP "Bajina Basta", with the bid must submit original manufacturers authorization that offered parts are appropriate in all respects to their installation, does not endanger the functioning of units in PSPP and that their installation will not disrupt the current warranty conditions for PSPP turbine governors.</p>

<u>Evidence:</u>

Signed and notarized statement by the manufacturer that offered spare parts are appropriate in all respects to their installation, does not endanger the functioning of units in PSPP and that their installation will not disrupt the current warranty conditions for turbine PSPP governors.
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Bidder offer that did not prove to fulfill the above mentioned requirement and further conditions referred to in points 1 to 5 of this form, will be rejected as unacceptable.

1. Each sub-contractor must meet the requirements of Article 75, paragraph 1, item 1), 2) and 4) of the Law, as evidenced by submitting evidences listed in this section. Terms related to capacity under Article 76 of the Law, the bidder meets individually regardless of the involvement of subcontractors.
2. Each supplier from the group of bidders who submit a bid joint must meet the requirements of Article 75, paragraph 1, item 1), 2) and 4) of the Law, as evidenced by submitting evidences listed in this section. Conditions related to the capacities of Article 76 of the Law of bidders groups meet together, based on the submitted proof in accordance with this section of the tender documents.
3. Evidence of compliance with the conditions of Article 77 of the Law may be delivered as uncertified copies. The Buyer may, before making the decision to award the contract, ask the bidder, whose bid was based on the report of the Commission for public procurement is estimated as the best to release to the original or a certified copy of all or some evidence.

If provider of the given, within reasonable time which may not be less than five days, doesn't submit required original or a certified copy of the evidence, the Buyer shall reject its bid as unacceptable.

4. A person enrolled in the register list is not bound to the tender submission demonstrating fulfillment of the conditions of participation in the procurement process, i.e. the order cannot be rejected as unacceptable, a list that it comprises no evidence required by law or tender documents, if the supplier is stated in offer internet page where the requested information is publicly available. In this case, the bidder may in the Statement (preferably circular), which must be signed and certified, to indicate that it is entered in the register list. With the above statement, the bidder may submit a copy of the decision on registration in the Register of bidders.

Pursuant to Article 79, paragraph 5 of the supplier is not obliged to submit the following evidence that is publicly available on the website of the competent authority, as follows:

- 1) an extract from the register of the competent authority:
 - extract from the register APR: www.apr.gov.rs
- 2) evidence of Article 75, paragraph 1, item 1), 2) and 4) of Law:
 - registry of bidders: www.apr.gov.rs
5. If the proof of fulfillment of conditions electronic document, the bidder shall submit a copy of an electronic document in writing, in accordance with the law governing electronic document.

6. If the supplier is based in another country, the customer can verify that the documents which the bidder proves the fulfillment of the required conditions issued by the competent authorities of that country.
7. If the supplier is not able to obtain the required documents within the deadline for submission of bids, because it until the moment of submitting the tender could not be issued under regulations of the country in which the bidder is based and, if appropriate accompanied by a tender evidence of the purchaser will allow the bidder to subsequently submit the requested documents within a reasonable time.
8. If the country in which the bidder has its headquarters do not issue the evidence referred to in Article 77, paragraph 1 of the Law, the supplier may, instead of evidence, accompanied by a written statement, made under penalty of perjury certified before a judicial or administrative authority, a notary or other competent authorities of that Member.
9. The bidder shall, without delay and not later than five days from the date of change in any of the data shows that the change in writing to the Buyer and that the documents in the prescribed manner.

5. AWARD CRITERIA

The Committee for Public Procurements shall compare, evaluate and rank the Tenders of eligible and qualified Tenderers, which are conformed to the Tender Documents and which have been verified by calculation and controlled in details, in accordance with the following:

When forming proposal for the selection of the Tenderer to be awarded the Contract, it shall be acted in accordance with the criteria for selection of the economically most favorable Tender, with the following maximum possible number of points per criterion:

Criterion	Points
Price [K1]	70
Modality of payment - advance payment amount [K2]	30

Coefficient K_i , $i=1, 2$ refers to the maximum number of points under related criterion.

The price offered by foreign suppliers are not included in customs duties.

5.1. Spare criteria

If after applying the criteria for selection of the economically most favorable Tender several Tenderers have equal scores, the Tenderer whose Tender was given higher number of points under Price criterion shall be selected as the successful Tender.

If even after application of spare criteria is not possible to select the best bid, best offer will be selected through a draw.

Pulling through the draw Purchaser will perform publicly, in the presence of the bidders who have the same lowest price offered. On special paper that are the same size and color Purchaser will print the names of the bidders and the papers put in a box, where the member of the Commission will draw only one paper.

Bidder whose name is on the draw paper will be awarded a public procurement Contract.

Purchaser will prepare and submit the record of the draw conducted by the draw.

5.2. Modality of evaluation of Tenders:

a) Evaluation by the criterion of Price

The price stated in the Tender Form shall be evaluated by applying this criterion.

The Tender with the lowest price shall be awarded $N_{C_{min}} = K1$ points. The number of points to be awarded to the rest of the Tenders shall be calculated according to the following formula:

$$N_c = K1 \times C_{min} / C$$

in which C_{min} is the amount of the lowest offered price, whereas C is the amount of price from the Tender which is evaluated by this criterion.

b) Evaluation by the criterion of Modality of Payment

The amount of the requested advance payment shall be evaluated. The number of points to be awarded shall be determined by multiplying the maximum possible number of points K2 by the advance payment coefficient (K_{av}), i.e.:

$$N_{av} = K2 \times K_{av}$$

Advance payment coefficient shall be calculated by applying the following formula:

$$K_{av} = 1 - P_p / P_m$$

in which P_p (%) is the advance payment given in the Tender that is evaluated, and $P_m = 100\%$ is the maximum allowed advance payment.

6. INSTRUCTIONS TO BIDDERS HOW TO PREPARE THE OFFER

Tender documents containing instructions for bidders in the offer and the necessary information about the requirements of the client in terms of content offers as well as the conditions under which award procedure in the procurement process is conducted.

The bidder must fulfill all the conditions stipulated by the Public Procurement Law (hereinafter: the Law) and the tender documents. The offer is prepared and submitted on-call basis, in accordance with the tender documentation, otherwise, the offer was rejected as unacceptable.

6.1 Language in which offers must be drawn

The Purchaser has prepared the Tender documents in Serbian and English and will lead to a public procurement procedure in the Serbian language.

Offer with all attachments must be written in Serbian or English, except for contributions for which the client requires them to be in English.

6.2 Method of preparation and submission of bids

The bidder is obliged to make an offer by entering the required data into forms that are an integral part of tender documents and certified them with the stamp and signature of the legal representative, another representative entered in the register of the competent authority or a person authorized by the legal representative with the submission of authorization to offer. Bidder submits them along with the other documents that are required in the tender.

It is recommended that all documents submitted in the bid are numbered and as one unit (red tape, ribbon and the like.), So that the individual sheets or enclosures can not be subsequently inserted, removed or replaced.

It is recommended that the numbering of the documents submitted and the forms offered to be made on each side on which there are text, by writing "1 n", "2 of n" and so on up to "n of the n", with "n" represents the total No supply side.

It is recommended that the evidence submitted with the bid, which because of its importance must not be damaged, numbered (financial collateral), are placed in a special foil, and the film is visually indicates the page number from the list of offerings. The foil must be glued at the top in order to evidence that due to its importance must not be damaged, protect.

The bidder shall submit a bid in a sealed envelope or box, closed in a way that, when opening the bids be determined with certainty that the first time opens the following address:

Public Enterprise "Electric Power Industry of Serbia"
Branch "DRINSKO-LIMSKE HPP" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta

**Scriptorium
with a note:**

**Offer for public procurement
PURCHASE OF SPARE PARTS FOR PSPP "Bajina Basta"
Public procurement number JN/2100/0480/2017
DO NOT OPEN**

On the back of the envelope shall be entered in the exact name of the bidder, address, phone and fax number, and the name and surname of authorized person for contact.

In case the bid is submitted by a group of bidders, on the back of the envelope indicated that it was a group of bidders and the names and addresses of all members of the consortium.

If a bidder submits a joint bid - consortium, the group list can be determined that the forms given in the tender documents are signing and seal certify all bidders from the group list or group list can determine a list of groups to sign and seal verification of forms given in the tender documents, except forms that include administering to the preamble to the civil and criminal liability that have to be signed and stamped by each list from a group list.

In case the providers decide to one supplier of the group signed and seal verifies the forms given in the tender documents (except forms that include administering to the statements under perjury), said to be defined in the agreement setting bidders from the group with each other and to the purchaser bound to the execution of public procurement, which forms an integral part of the joint offer pursuant to Art. 81 of the Law.

If necessary the Bidder to correct mistakes made in the preparation of bids and completing forms from the tender documentation, it shall in addition to such corrections put the signature of the person or persons signing the bid form and seal suppliers.

6.3 Mandatory Content bids

The contents of the offer, in addition to the tender form, and all of the other evidence on fulfillment of conditions from Art. 75.i 76 of the Law on Public Procurement, provided for Art. 77. Law, which are listed in the tender documents, as well as all the required attachments and statements (filled in, stamped by) in a manner prescribed by the following paragraph hereof:

- Form No. 1 - Offer
- Form 2 - Structure of the price offered to the specification of the required goods
- Form 3 - Statement of independent bid
- Form No. 4 - The statement according to Article 75, paragraph 2 of the Law
- Form No. 5 - The costs of preparing a bid, if the bidder requires compensation costs in accordance with Art. 88 Law
- Forms, statements and evidence defined with point 6.9 or 6.10 of these instructions in case the bidder submits the bid with a subcontractor or joint bid submitted by a group of bidders

- Signed and stamped „Contract Model" (it is preferable to be filled in)
- Signed and stamped "Contract on keeping trade secrets and confidential information"
- The evidence on fulfillment of conditions from Art. 75 and 76 of in accordance with Article 77 of the Law and Section 4. Tender documentation
- financial security for tender - Bank guarantee
- Authorization for the signer (if not signed by the legal representative)

Purchaser will reject as unacceptable all bids that do not meet the requirements of the invitation to tender and tender documents.

Purchaser will reject as inadmissible a bid the bidder, which is in the process of technical evaluation of the bids determined that the evidence integral part of the offer contains untrue information.

6.4 Submission and opening of tenders

Be considered as timely offers that are received in accordance with the RFP published on the Public Procurement Portal, regardless of the manner in which they were transmitted.

If the bid submitted after the deadline for submission of tenders specified in the Invitation shall be deemed untimely and Purchaser shall upon completion of the bid opening, such an offer to return to the bidder unopened, with note that they have been submitted untimely.

The Public Procurement Commission will timely submit bids publicly open at days specified in the call for tenders in the premises of the Public Enterprise "Electric Power Industry of Serbia" Belgrade branch "Drinsko - Limske HPP" Bajina Bašta, Trg Dušana Jerkovića broj 1, 31250 Bajina Bašta, office Nataša Popović number 153.

Representatives of bidders participating in the tender opening must, before the procedure, handover to the Commission for procurement written authorization to participate in this process (preferably to be issued on the memo list) registered and sealed and signed by the legal representative list or any other agent entered into the register of the competent authority or the authorized person by legal representative upon submitting authorization offered.

The Public Procurement Committee shall keep minutes of opening of bids in which data is entered in accordance with the law.

Opening minutes signed by the members of the Commission and the present authorized representatives of bidders, who take a copy of the minutes.

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

6.5 Method of submitting a bid

The bidder may submit only one bid.

A bid may be submitted by a bidder independently, a group of bidders, and the bidder with subcontractor.

The bidder who submitted a bid independently may not simultaneously participate in a joint bid or as a subcontractor. In the event that the bidder acts contrary to the above instructions, each bidder bids in which it appears will be rejected.

Supplier may be a member of only one group of bidders who submit joint bid, or will participate in only one joint has to offer. If the bidder, within the group of bidders, submitted by two or more joint bids, the Buyer will reject any such offers.

A Bidder who is a member of the group of bidders can also participate as a subcontractor. In the event that the bidder acts contrary to the above instructions, each bidder bids in which it appears will be rejected.

6.6 Amendment, amendment and cancellation of bids

The deadline for submitting the bid, the bidder may modify or amend already submitted an offer in writing to the address of the Contracting Authority, stating:

CORRECTION - AMENDMENT

Bids for procurement

PURCHASE OF SPARE PARTS FOR PSPP "Bajina Basta"

Public procurement number JN/2100/0480/2017

DO NOT OPEN

In the case of amendments submitted bids, Purchaser shall, when professional reviews offer to consider amendments only if they are made in whole and to the form in which, in the already submitted offer, amendment refers.

The deadline for submitting the bid, the bidder may revoke the offer submitted in writing to the address of the Contracting Authority, stating:

RECALL

Bids for procurement

PURCHASE OF SPARE PARTS FOR PSPP "Bajina Basta"

Public procurement number JN/2100/0480/2017

DO NOT OPEN

In case of revocation submitted bids before the deadline for submission of bids, the Buyer such offer will not open, but will be returned unopened.

If the bidder amends or withdraw the offer after the deadline for submission of bids, the Buyer may charge means financial security given on behalf of the seriousness of the offer.

6.7 Party

Supply is not formed by parties.

6.8 Variant tender

Bids with variants are not allowed.

6.9 Submission of bids from subcontractors

The bidder is obliged to bid whether he will entrust the execution of procurement partially subcontractor. If the bidder in the bid to be entrusted with partial execution of the procurement sub-contractor is obliged to state:

- the name of the subcontractor; if the contract between the Buyer and the bidders has been concluded, the subcontractor shall be specified in the contract;
- a percentage of the value acquisition to be entrusted to a subcontractor, which may not be greater than 50% as well as part of the procurement to be made through the sub-contractor.

Bidder entirely to the Buyer for the execution of procurement contracts, regardless of the number of subcontractors and is obliged to the purchaser, at his request, to provide access to the subcontractor in order to establish compliance with the conditions.

Obligation by the applicant is for subcontractors to provide evidence that the requirements of Article 75, paragraph 1, item 1), 2) and 4) of the above in the Requirements section participation under Article 75 and 76 of the Law and an instruction prove compliance with these conditions.

Additional requirements bidder meets independently, regardless of the involvement of subcontractors.

All forms offer shall be signed and certified by the bidder, except the forms under penalty of perjury, that filled in, signed and certified by each subcontractor in their name.

The bidder may engage subcontractors as a person not mentioned in the offer, otherwise the Purchaser will be implemented by means of financial collateral and terminate the agreement, unless the termination of the contract the Purchaser suffered substantial damage.

The supplier may contract as a subcontractor a person not mentioned in the offer, if the subcontractor on page after submitting a bid arose permanent insolvency, if the person meets all the conditions set for the subcontractor and if it obtains the prior consent of the Purchaser.

The Buyer may, at the request of the subcontractor and where the nature of the subject of procurement allows transfer amounts due directly to the subcontractor for part of the acquisition, which is executed through that subcontractors. Before making a decision on the transfer of overdue receivables directly subcontractor Buyer will allow the vendor to within 5 days of receiving the invitation from the purchaser objections if the claim has not matured. All this does not affect the rule that the bidder (supplier) fully corresponds to purchaser for the fulfillment of obligations from the public procurement procedure or the performance of contractual obligations, regardless of the number of subcontractors.

6.10 Submitting a joint bid - Consortium

If several bidders submit a joint bid, they're an integral part of the offer must deliver agreement on joint procurement execution, which are to each other and to the Buyer to undertake joint execution of procurement, which must contain the information prescribed by Article 81, paragraph 4 and 5 of the public procurement and to:

- information about the group that will be the Contractor, or to submit a bid and who will represent the consortium prior to the contracting authority;
- job description of each bidder from the group of bidders in the execution of the contract.

Each supplier from the group of bidders who submit a bid joint must meet the requirements of Article 75, paragraph 1, item 1), 2) and 4), the foregoing in the Requirements section participation under Article 75 and 76 of the Law and User in order to prove compliance with these conditions.

Conditions related to the capacities, in accordance with Article 76 of the Law, from the group of bidders meet together, based on the submitted proof defined bidding documents.

In the case of a joint bid of the consortium forms under penalty of perjury to be filled in, signed and certified by each member of the consortium in its own name. (Statement form an independent bid and form statements in accordance with Article 75, paragraph 2 of the Law)

Bidders from a group shall have unlimited joint responsibility according to the ordering party.

6.11 Offer price

The price is expressed in RSD or in EUR/JPY, without value added tax.

In the event that the submitted offer has not indicated whether the price offered with or without value added tax, shall be considered in accordance with the law, that is the without value-added tax.

Unit price and total price offered must be expressed with two decimals in accordance with the rules of rounding numbers. In the case of calculation errors will be authoritative unit price.

The offer, which is expressed in two currencies, shall be deemed inadmissible.

Comparison of tenders which are denominated in dinars to offer expressed in euro shall be the adjustment of supply expressed in EUR/JPY into dinars according to the middle rate of the National Bank of Serbia on the day when it started opening.

The offer price includes all costs of implementation of the procurement subject to the place of delivery, as well as all associated costs.

If the offer presented an unusually low price, the Buyer will act in accordance with Article 92 of the Law.

6.12 Price Adjustment

After the conclusion of the contract, the Buyer may allow changing the agreed prices denominated in dinars/Euro/JPY only for objective reasons. An objective reason may be allowed to change the price change is the middle exchange rate of the dinar against the euro on (according to the National Bank of Serbia) on the day of transport in relation to the dinar exchange rate on the date of expiry of the offer.

The price adjustment is applicable only in case of change of course be greater than $\pm 5\%$ and shall be made only upon the written request of the bidder, or the written request of the Purchaser.

The correction of the agreed price will be made as follows:

$$C = C0 * (EURT / EUR0)$$

Wherein:

C - new price

C0 - agreed price

EURT - middle exchange rate of the dinar against the euro on the day of DPO (NBS exchange rate)

EUR0 - middle exchange rate of the dinar against the euro on the date of expiry of the offer (exchange rate NBS)

In case of application of price adjustment supplier to issue an invoice based on the contracted unit price, a price correction amount will be recorded as an adjustment to account as a debit memo / credit.

Changing the contract is not considered harmonizing prices with pre-defined parameters clearly in the contract, and this tender documentation.

6.13 Delivery of goods

Delivery of the goods begins to run from the date of receipt of the request for delivery by the Seller.

Purchaser-buyer will request for delivery of the selected bidder (Seller) to submit, no later than 20 calendar days from the date of entry into force of the Contract, in writing, by e-mail to the address indicated by the bidder in the tender.

The Seller is obliged to complete the scope of delivery of the goods within a period not longer than **250 calendar days** from the date of receipt of the request for delivery by the Seller.

If the Bidder offer longer terms or do not offer any the Purchaser will reject the bid as unacceptable.

6.14 Warranty periods

The warranty period for the offered goods shall not be less than **24 (twenty-four) months** from the date when it was made a quantitative and qualitative acceptance of goods and mutually signed Minutes, without objection.

The Seller shall at his own expense to eliminate all possible defects during the warranty period.

6.15 Payment terms

Payment of delivered goods that are the subject of this public procurement, Purchaser will execute the current account providers as follows:

- Advance payment (up to 100%) of the agreed price after mutual signing of the Contract, delivery of bank guarantee for refund of advance payment, up to 45 days of receipt and proforma invoice.

Each account must be delivered to the Client's address, not later than till 0.5th of the current month:

Public Enterprise "Electric Power Industry of Serbia" Belgrade
Branch "DRINSKO - LIMSKE HPP" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta
Matični broj: 20053658
PIB: 103920327

In case of application of price adjustment, supplier will issue an invoice based on the contracted unit price and the amount of the adjustment to the price expressed as a correction account as a debit memo / credit.

The obligations falling due after the expiry of the current three-year program of EPS operations, will be implemented up to the amount of funds that will for this purpose be approved in a new business program of EPS for the year in which they will be paying contractual obligations.

6.16 Bid validity period

The offer must be valid at least **60 (sixty) calendar days** from the date of opening of bids.

In the event that a bidder indicates a shorter validity period, the offer will be rejected as unacceptable.

6.17 Funds financial security

Buyer using the right to request of financial security (hereinafter SFO) which provide suppliers fulfill their obligations to an open procedure (to be submitted with a bid), and the fulfillment of their contractual obligations (submitted after the conclusion of the contract or to the delivery).

All the costs of obtaining collateral shall be borne by the bidder, and the same may be listed in the Schedule of costs of preparing a bid.

A group member list, the ordering may be financial security.

Means of financial security must be in the currency in which it offers.

If during the term of the agreement change the deadlines for the execution of contractual obligations, the importance of SFO should be extended.

The bidder shall submit the following means of financial security:

In offer:

6.17.1 Bank guarantee as Tender Security

Bidder in the Bid submitted to the Buyer as SFO original bank guarantee for the bid.

The submitted bank guarantee for tender must be irrevocable, unconditional (without the right to object), and payable on first written call, issued in the amount of at least 10% of the bid value excluding VAT, for a period of at least 30 (thirty) calendar days longer than the period of validity of the offer.

The tenderer may submit a bank guarantee by the bank only if the bank is assigned a credit rating.

At the bank guarantee, the provisions of uniform rules for guarantees URDG 758, International Chamber of Commerce in Paris.

The submitted bank guarantee may not include additional conditions for payment, a shorter period, a smaller amount or altered territorial jurisdiction for resolving disputes.

The warranty cannot be assigned and is not transferable without the consent of the Customer, the Principal and the issuing bank.

The guarantee expires on that date, regardless of whether the document is returned to the bidder or not.

If the business of the guarantor bank in the Republic of Serbia in the event of a dispute under this warranty, shall be determined by the Court in Belgrade and the application of the substantive law of the Republic of Serbia.

If the business of the guarantor banks outside the Republic of Serbia in the event of a dispute under this warranty, shall be determined by the jurisdiction of the Foreign Trade Arbitration in Serbian Chamber of Commerce with the application of the Regulations and the procedural and substantive law of the Republic of Serbia.

The Purchaser shall realize the bank guarantee for the bid if:

- the bidder after the deadline for submission of bids withdraw, revoke or amend its offer or
- the bidder to whom the contract was awarded in a timely manner does not sign the public procurement contract or
- the bidder to whom the contract was awarded does not submit the proper collateral for the advance payment in accordance with the requirements of the tender documentation.

The bank guarantee will be returned to the bidders with whom contract was not concluded immediately after signing the contract with the bidder whose bid was selected as the best, a bidder with whom the contract was concluded within eight (8) days from submittal guarantee for refund of advance payment.

If a bank guarantee for the bid was not submitted in accordance with the request of the Tender Offer documents will be rejected as unacceptable because of the substantial shortcomings.

Within 15 days of the conclusion of the Contract

6.17.2 The bank guarantee for refund of advance payments as Advance Payment Guarantee

Bidder agrees that the Purchaser submit a bank guarantee for refund of advance payments and irrevocable, unconditional, payable on first call and without the right to object, issued in the amount of agreed advance payment with the value added tax with a validity period of 30 (thirty) calendar days longer than the agreed time of delivery of the goods.

The bidder is obliged to submit, within 15 days from the date of signing the Purchaser submit a bank guarantee for refund of advance payments.

The submitted guarantee shall enter into force only after receipt of the advance payment in favour of the Principal to account number.

The submitted bank guarantee may not include additional conditions for payment, a shorter period, and a smaller amount in this case will be deemed not submitted within the prescribed period.

If the Bidder fails to submit a bank guarantee for the advance payment, Purchaser shall be entitled to charge a means of financial security for tender and to terminate the contract.

If during the term of the agreement change the deadlines for the execution of contractual obligations, the importance of bank guarantee for refund of advance payment should be extended.

Submission of financial security represents urged condition of occurrence of a legal contract effects.

In the case of non-fulfillment of contractual obligations, the Purchaser is entitled to collect the bank guarantee for refund of advance payments.

The tenderer may submit a guarantee by the bank only if the bank is assigned a credit rating which corresponds at least 3 credit quality (investment grade). In this case the bidder is obliged to submit to the Purchaser a counter domestic banks.

6.17.3 Submission of financial security

Tender security is delivered as an integral part of the offer and read on :

Public Enterprise "Electric Power Industry of Serbia" Belgrade
Carice Milice Street No. 2, 11000 Belgrade
Branch "Drinsko – Limske HE" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta.

Advance Payment Guarantee read on:

Public Enterprise "Electric Power Industry of Serbia" Belgrade
Carice Milice Street No. 2, 11000 Belgrade
Branch "Drinsko – Limske HE" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta.

and shall be delivered within the specified time limit, personally or by mail to:

Public Enterprise "Electric Power Industry of Serbia" Belgrade
Branch **"Drinsko – Limske HE" Bajina Bašta**
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta

With note:

Financial security
Public Procurement Code JN/2100/0480/2017 .

6.18 Type key confidential information offered

Data provided tenderer justifiably designated as confidential will only be used during the procurement procedure in accordance with the call and will not be available to anyone outside the circle of persons involved in the procurement procedure.

These data will be announced during the opening of tenders and of the proceedings.

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

As confidential, the supplier can mark documents that contain personal data, which does not contain any public register, or that are not otherwise available, as well as business data, which have been laid down as confidential.

The Purchaser shall be treated as confidential documents that in the upper right corner of the capital letters are written "CONFIDENTIAL".

The Purchaser is not responsible for the confidentiality of data that is not marked in the above manner.

If you designate as confidential data that do not comply with the above conditions, the Buyer will invite bidders to remove the label of confidentiality. The bidder will to do so by his representative above the confidentiality write "Cancel" button, enter the date, time and sign up.

If the supplier within the deadline set Purchaser does not revoke the confidentiality of documents, the Buyer will treat the offer as an offer without confidential information.

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

Shall not be considered confidential evidence that the requirements, price and other data from offers that are relevant to the implementation of criteria and ranking of bids.

6.19 Compliance with the obligations arising from the legislation on occupational safety and other regulations

The bidder is obliged to offer in preparing expressly indicated that he respected the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that no ban on performing the activity which is in force at the time of submission of the bid. (Form 4 of the Tender Documentation).

6.20 Fee for the use of patents

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

6.21 The principle of protection of the environment and ensuring energy efficiency

Purchaser is obliged to procure goods that do not pollute or who have minimal impact on the environment, or to provide adequate reduction in energy consumption - energy efficiency.

6.22 Additional information and explanations

Any interested person may, in writing, require from the Client additional information or clarification regarding the preparation of the bid, in which can indicate the Purchaser and possibly identified shortcomings and irregularities in the tender documentation, no later than five days before the deadline for submission of bids, at the address of the Buyer, stating: **"Explanations - public procurement number JN/2100/0480/2017"** or electronically to the e-mail address: **boris.jovanovic@eps.rs** and **natasa.popovic@eps.rs** weekdays (Monday - Friday) for a period of 07 to 15 hours (All questions and requests for clarification MUST SEND to the two e-mail addresses). The request for clarification received after this time or during weekends / non-working days will be recorded as received on the next working day.

The Purchaser shall, within three days after receiving the request to publish the answer to the requirements of the Public Procurement Portal and its website.

Find more information and clarifications by telephone is not allowed.

If a document from a public procurement procedure submitted by the Purchaser or suppliers via e-mail or fax, the party who has performed the delivery is obliged to by the other party requires that the same way acknowledge receipt of the document, which the other party is responsible and to do as this is necessary as proof that it has been served.

If a Buyer within the deadline for submission of bids amend or supplement the tender documentation, it shall promptly publish amendments to the Public Procurement Portal and on its website.

If the client changes or amendments to the tender documents eight or fewer days before the deadline for submission of bids, the Purchaser shall extend the deadline for submission of tenders and the publication of a notice of extension of

the deadline for submission of bids.

After the expiry of the deadline for submission of bids, the Purchaser cannot change nor to amend the tender documents.

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

Depending on the selected type of communication, the Buyer will act in accordance with paragraph 13 of principle that the Republic Commission for Protection of Rights in Public Procurement Procedures ranked 3rd General Session, 14.04.2014. (published on the website www.kjn.gov.rs).

6.23 Offer expenses

The costs of preparing and submitting the tender shall be borne exclusively by the Bidder may not require from the Client compensation costs.

A bidder may submit bids within the total amount and structure of costs of preparing bids so as to be filled, signed and certified by the seal of form costs of preparing a bid.

If the procurement procedure has been suspended for reasons on the side of the Purchaser, Purchaser shall Bidder reimburse the costs of making a sample or model, if they are made in accordance with the technical specification and obtaining collateral, provided that the Bidder sought reimbursement of these costs in its offer.

6.24 Additional Explanations, Control and Permitted Corrections

The Buyer may require additional explanations from tenderers that will help in the review, evaluation and comparison of tenders, and can exercise control (inspection) at the bidder or its subcontractors.

If it is necessary to make additional explanation, Purchaser will Bidder leave the delivery are to comply with the request the Purchaser, i.e. to enable the Purchaser control (inspection) of the applicant, as well at its subcontractor.

The Buyer may, with the consent of the Bidder to perform the correction of arithmetic errors observed when considering the bid after the bid opening.

In case of differences between the unit price and total price, the unit price authoritative. If the bidder does not agree with the correction of calculation errors, the Buyer will reject its bid as unacceptable.

6.25 Reasons for rejection

The offer will be rejected:

- **if belated, unacceptable or inappropriate;**
- **If the provider does not agree with the correction of calculation errors;**
- **if there are significant drawbacks under Article 106 of the Law.**

i.e.:

- If the bidder fails to prove that it meets the required conditions for participation;

- If the bidder fails to demonstrate that it meets the additional requirements;
- if the bidder failed to submit the required financial security;
- if offered the validity period is shorter than required;
- if it contains any other deficiencies which make it possible to determine the actual content of the offer or cannot be compared with other offers.

Purchaser will make a decision on suspension of public procurement procedure in accordance with Article 109 of the Law.

6.26 The deadline for the decision to award the contract / suspension

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

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

6.27 Negative references

The Buyer may reject a tender if it has evidence that the bidder in the past three years before the publication of the invitation to tender, the public procurement procedure:

- acted contrary to the prohibition of Art. 23 and 25 of the Law;
- breached competition;
- provided false information offered or without reasonable cause refused to conclude a public procurement contract after his contract is awarded;
- refused to submit evidence and what collateral is pledged to offer.

The Buyer may reject a tender if it has evidence confirming that the bidder did not fulfill its obligations under the previously concluded public procurement contracts pertaining to the same subject of procurement, for the period from the previous three years before the publication of the invitation to tender.

Proof of the above may be:

- final decision or a final decision of other competent authority;
- documents on realized collaterals the fulfillment of the obligations in the procurement process to fulfill contractual obligations or;
- documents on charged contractual penalties;
- complaints of consumers or users, if they are not removed within the stipulated period;
- communicating the cancellation of the contract due to the failure of essential elements of the agreement data in the manner and under the conditions provided for by the law governing obligations;

- evidence of the involvement of the execution of a public supply persons who have not been marked in the available as sub-contractors, or the members of the group list;
- other relevant evidence appropriate procurement case relating to the fulfillment of the earlier methods in the procurement or by previously concluded Law.

The Purchaser may decline the offer if it has evidence referred to in paragraph 3, point 1) Article 82 of the Law, which relates to a process which is carried out or contract concluded that the second and the Purchaser, if the subject of procurement is same type.

The Purchaser shall act in the above manner and in case of joint offers the group list, if it determines that there is evidence for the above-mentioned one or more members of the group list.

6.28 Tender documentation overview

The bidder has the right to inspect the documentation on conducted public procurement procedure after the decision to award the contract or decision to terminate the procedure which may submit a written request to the Contracting Authority.

Purchaser is obliged to the person referred to in paragraph 1 to inspect the documents and copying of documents from the proceedings at the expense of the applicant, within two days of receiving a written request, with the obligation to protect the data in accordance with Art. 14 of the Law.

6.29 Protection of rights of bidders

Notice of deadlines and how to apply for protection of rights, with detailed instructions on the content of the complete application for the protection of rights in accordance with Article 151 paragraph 1 items. 1) - 7) of, as well as the amount of the fee from the member 156, Paragraph 1, Items. 1) - 3) of the detailed instructions on the certificate referred to in Article 151, paragraph 1, item 6) of the Law, which confirms that the payment of taxes is made, which is attached to the request for protection of rights when applying the purchaser, in order to consider the request total:

6.29.1 The terms and manner of applying for protection of rights:

The request for protection of rights shall be submitted in person or by mail to the following address: Public Enterprise "Electric Power Industry of Serbia" in Belgrade - Branch "Drinsko - Limske hidroelektrane" Bajina Bašta, Trg Dušana Jerkovića broj 1, 31250 Bajina Bašta with an indication of the requirements for the protection of the "Supply of spare parts of RHE "Bajina Basta", "Public procurement number JN/2100/0480/2017 ; a copy shall be simultaneously submitted to the Republic Commission.

The request for protection of rights may be submitted by e-mail at e-mail: natasa.popovic@eps.rs weekdays (Monday-Friday) from 7.00 to 15.00 hrs.

The request for protection of rights may be submitted during the entire public procurement procedure against any action of the customer, unless the law provides otherwise.

Requirements for protection of challenging the type of procedure, the content of the invitation to tender or tender documentation shall be considered timely if it is received by the Purchaser within 7 (seven) days before the deadline for submission of bids, regardless of the manner of delivery and if the applicant in accordance with Article 63, paragraph 2 of this law pointed to the purchaser any deficiencies and irregularities, a Buyer did not rectify the same.

Requirements for protection of challenging the actions taken by the Purchaser prior to the deadline for submission of bids, and after the deadline referred to in paragraph 3 of this Section shall be considered timely if it is filed no later than the deadline for submission of bids.

After the decision to award the contract or the decision to suspend the deadline for filing requests for the protection of the 10 (ten) days from the date of publication of the decision on the Public Procurement Portal.

The request for protection of rights does not delay further activities of the Buyer in the procurement process in accordance with the provisions of Article 150 of the Law.

The Buyer publishes a notice on the request for the protection of the Public Procurement Portal and on its website no later than two days from the date of receipt of the request for protection of rights, which contains the information listed in Annex 3-Lj from Law.

The orderer can decide to halt further action in the case of application for the protection of rights, whereby the then bound to the notice on the application for the protection of the rights state that stops the activities in the procurement process.

6.29.2 Detailed guidance on the content of the complete application to protect the rights

The request for protection of rights, in accordance with Article 151 paragraph 1 items. 1) - 7) of the Law comprising:

- 1) the name and address of the applicant and contact person;
- 2) The name and address of the ordering party;
- 3) data on public procurement which is the subject of the request or the decision of the contracting authority;
- 4) violation of the regulations governing procedure;
- 5) The facts and evidence to prove the violation;
- 6) a confirmation of payment of the fee from the member 156. The Law;
- 7) the signature of the bidder.

If you submit a request for protection of rights does not contain all the required elements of the procuring entity shall reject such request by a conclusion.

Conclusion Buyer to the applicant and the Republic Commission within three days of its adoption.

Against the decision of the Buyer the applicant may, within three days of receipt of the complaint submitted to the Republic Commission, and a copy of the complaint submitted to the purchaser.

6.29.3 The amount of the fees referred to in Article 156, Paragraph 1, Items. 1) - 3) of the Law:

The request for protection of rights shall not at the expense of the budget of the Republic of Serbia (account number: 840-30678845-06, payment code 153 or 253, reference number JN/2100/0480/2017, purpose of payment: CFR, JP EPS Beograd, Ulica Carice Milice No. 2, 11000 Belgrade – branch "Drinsko – Limske HE", Trg Dušana Jerkovića broj 1, 31250 Bajina Bašta, public procurement number JN/210004802017, the recipient of the payment: the budget of the Republic of Serbia) pay a fee of:

- 1) 120,000 dinars if the request for protection of rights submitted before the opening of bids;
- 2) 120,000 dinars if the request for protection of rights submitted after the bid opening.

Each party to the proceedings shall bear the costs incurred through its actions.

If the request for protection of rights established, the Purchaser must be the applicant for the protection of the right to a written request to reimburse the costs arising from the protection of rights.

If the request for protection of rights has not been established, the applicant for the protection of rights must purchaser upon written request reimburse the costs arising from the protection of rights.

If the request for protection of rights partially adopted, the Republic Commission decides whether each party to bear its own costs and the costs will be divided proportionally adopted the request for protection of rights.

Customers in the request must clearly state the costs for seeking compensation.

The compensation expenses may be requested until the decision of the Buyer or the Republic Commission on the request for protection of rights.

The expenses decide Republic Commission. The decision of the Republic Commission is the executive title.

6.29.4 Detailed instructions on the certificate referred to in Article 151, paragraph 1, item 6) Law

The certificate confirming that the tax payments made, which is attached to the request for protection of rights when applying the purchaser, in order to be complete requirements.

Article 151 of the Public Procurement („Official Gazette of RS", No. 124/12, 14/15 and 68/15) provides that the request for protection of rights must include, among other things, receipt of payment of the fees referred to in Article 156. Law.

The request for protection of rights is bound to a specific account of the budget of the Republic of Serbia pay a tax in the amount prescribed by Article 156 of the Law.

As proof of payment of taxes, pursuant to Article 151, paragraph 1, item 6) Law, will be accepted:

1. Confirmation of payment of the fees referred to in Article 156 of the Law, which contains the following elements:

- (1) to be issued by the bank and the stamp of the bank;
- (2) that constitutes proof of payment of taxes, which means that the certificate must contain the information that the order for payment of fees or account for transfer of funds implemented, as well as the execution date of the order. * Republic Commission may examine the appropriate copy evidential accounts submitted by the Ministry of Finance - Treasury and thus to further verify the fact that the transfer order was realized.
- (3) the amount of charges in Article 156 of the Law whose payment is made;
- (4) an account number: 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) the reference number: data on the number or label of public procurement on the occasion that a request for protection of rights;
- (7) The purpose of the RFA; name authority; number or code of public procurement on the occasion of which the application for protection of rights;
- (8) User: Budget of the Republic of Serbia;
- (9) the name of the payer, or the name of the applicant for the protection of the rights of that was subject to payment of a charge;
- (10) the signature of the authorized person of the bank.

2. An order for payment of the first copy, notarized signature of the authorized person and the stamp of the bank or post office, which contains all the other elements of the certificate of payment of the fee specified in item 1.

3. The certificate issued by the Republic of Serbia, the Ministry of Finance, the Treasury, and stamped by comprising all of the elements of the certificate on the payment of the fee from the points 1, other than those of (1) and (10) below, the Applicants to protect the rights which they have an account in the context of the accompanying consolidated treasury account, which is kept at the Treasury (budget beneficiaries, beneficiaries of funds of organizations for mandatory social insurance and other users of public funds);

4. Certificate issued by the National Bank of Serbia, which contains all the elements of the certificate of payment of the fees referred to in point 1, applicants for the protection of rights (banks and other entities) who have opened an account with the National Bank of Serbia in accordance with the law and other regulation.

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

PAYMENT FROM ABROAD

Payment of the fee for filing a request for protection of rights from abroad can be made to the foreign currency account of the Ministry of Finance - Treasury

NAME AND ADDRESS OF THE BANK:

National Bank of Serbia (NBS)

11000 Beograd, ul. Nemanjina br. 17

Serbia

SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF INSTITUTION:

Ministarstvo finansija, Uprava za trezor

ul. Pop Lukina no. 7-9. 11000 Beograd

IBAN: RS 35908500103019323073

NOTE: When you deposit to provide the following information about the payment - "Payment Details" (FIELD 70: DETAILS OF PAYMENT):

- Code in the procurement process to which the request for protection of rights and relations
- the name of the Buyer in the procurement process.

The following are the instructions for payments in currencies: EUR and USD.

PAYMENT INSTRUCTIONS

SWIFT MESSAGE MT103 – EUR	
FIELD 32A:	VALUE DATE – EUR - AMOUNT
FIELD 50K:	ORDERING CUSTOMER
FIELD 50K:	ORDERING CUSTOMER
FIELD 56A: (INTERMEDIARY)	DEUTDEFFXXX DEUTSCHE BANK AG, F/M TAUNUSANLAGE 12 GERMANY
FIELD 57A: (ACC. WITH BANK)	/DE20500700100935930800 NBSRRSBGXXX NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA – NBS BEOGRAD, NEMANJINA 17 SERBIA
FIELD 59: (BENEFICIARY)	/RS35908500103019323073 MINISTARSTVO FINANSIJA UPRAVA ZA TREZOR POP LUKINA 7-9 BEOGRAD
FIELD 70:	DETAILS OF PAYMENT

SWIFT MESSAGE MT103 – USD	
FIELD 32A:	VALUE DATE – USD- AMOUNT
FIELD 50K:	ORDERING CUSTOMER
FIELD 56A: (INTERMEDIARY)	BKTRUS33XXX DEUTSCHE BANK TRUST COMPANY AMERICAS, NEW YORK 60 WALL STREET

	UNITED STATES
FIELD 57A: (ACC. WITH BANK)	NBSRRSBGXXX NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA – NB BEOGRAD, NEMANJINA 17 SERBIA
FIELD 59: (BENEFICIARY)	/RS35908500103019323073 MINISTARSTVO FINANSIJA UPRAVA ZA TREZOR POP LUKINA 7-9 BEOGRAD
FIELD 70:	DETAILS OF PAYMENT

6.30 Conclusion of the contract

The Buyer shall submit the public procurement contract which the bidder is awarded the contract within **8 (eight) days** from the expiry of the deadline for applications for the protection of rights.

A bidder who is awarded the contract, he is obliged to within a maximum of 15 (**fifteenth**) days from the date of conclusion of the contract submit a bank guarantee for refund of advance payments.

If the bidder who won the contract, refuses to sign the contract or agreement is not signed by the deadline of 7 (seven) days after submission of the contract by the Buyer, the Buyer may conclude a contract with the second best bidder.

If the deadline for submission of bids is received only one bid and the offer is accepted, the Buyers hall in accordance with Article 112, Paragraph 2, Item 5) Law conclude a contract with the bidder before the expiry of the deadline for applications for the protection of rights.

6.31 Changes during the contract period

The Buyer may, after the conclusion of a public contract without conducting a public procurement procedure to increase the volume of procurement subject to the limits prescribed in Article 115, Paragraph 1 of the Law on Public Procurement.

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

After the conclusion of the public procurement authority may allow the price and other essential elements of the contract for objective reasons shall be clearly and specifically defined in the tender documents, the public procurement contract or stipulated by special regulations, such as force majeure, changes applicable legislation, measures of state bodies and changed circumstances in the market caused by force majeure.

In these cases the purchaser will make a decision on amending the contract, which contains information in accordance with Annex 3L law and within three days of making the same published on the Public Procurement Portal and submit a report to the Public Procurement Office and the State Audit Institution.

Form 1

A BID

Offer no. _____ from the open public procurement
procedure good
PURCHASE OF RHE "Bajina Basta"
Public procurement number JN/2100/0480/2017

1) GENERAL INFORMATION ABOUT THE BIDDER

Name of the Bidder:	
Address of the Bidder:	
Type of legal entity:	
Registration number of bidder:	
Tax identification number of the bidder:	
Name of contact person:	
Electronic address of the bidder (e-mail):	
Phone:	
Fax:	
The account number and bank name of bidder::	
The person authorized to sign the contract	

2) THE BID IS SUBMITTED:

A) INDEPENDENTLY
B) WITH SUBCONTRACTOR
V) AS A JOINT OFFER

Note:

Circle the way of submitting a bid

3) SUBCONTRACTOR INFORMATION:

1)	Name of subcontractor:	
	Address:	
	Type of legal entity::	
	Identification number:	
	Tax identification number::	
	Name of contact person:	
	The percentage of the total value of procurement to make a sub-contractor:	
	Part of the object of procurement who will subcontractor:	
2)	Name of subcontractor:	
	Address:	
	Type of legal entity:	
	Identification number:	
	Tax identification number:	
	Name of contact person:	
	The percentage of the total value of procurement to make a sub-contractor:	

Note:

Table "information subcontractor" fill only those bidders who submit a bid with a subcontractor, and if subcontractor has a number of seats provided in the table, it is necessary to form the above copies in sufficient number of copies to be completed and delivered for each subcontractor.

4) INFORMATION ON OF THE CONSORTIUM

1)	Name of consortium member:	
	Address:	
	Type of legal entity::	
	Identification number:	
	Tax identification number:	
	Name of contact person:	
2)	Name of consortium member:	
	Address:	
	Identification number:	
	Tax identification number:	
	Name of contact person:	
3)	Name of consortium member:	
	Address:	
	Identification number:	
	Tax identification number:	
	Name of contact person:	

Note:

Table "Data on participant in a joint bid" fill only those bidders who submit a joint bid, and if there are more participants in a joint bid from the seats provided in the table, it is necessary to set out the form copied in a sufficient number of copies to be completed and delivered for each bidder who is a participant in a consortium.

5) THE PRICE AND COMMERCIAL REQUIREMENTS

PRICE

OBJECT AND NUMBER OF PROCUREMENT	TOTAL PRICE without VAT (RSD or EUR/JPY)
PURCHASE OF SPARE PARTS FOR PSPP Public procurement number JN/2100/0480/2017	

COMMERCIAL TERMS

CONDITION OF PURCHASER	BIDDER'S BID
DEADLINE AND PAYMENT Payment of delivered goods that are the subject of this public procurement Purchaser will execute the current account providers as follows: -advance payment, up to 100% of the agreed price after mutual signing of the Contract, delivery of bank guarantee for refund of advance payment, within 45 days of receipt and proforma invoice	DEADLINE AND PAYMENT Payment of delivered goods that are the subject of this public procurement Purchaser will execute the current account providers as follows: -advance payment, _____% of the total contract price, after mutual signing of the Contract, delivery of bank guarantee for refund of advance payment, within 45 days of receipt and proforma invoice
DELIVERY TIME The total delivery not longer than 250 calendar days from the date of receipt of the request for delivery by the Seller, in written form, by e-mail.	DELIVERY TIME Delivery time is _____ calendar days from the date of receipt of the request for delivery by the Seller, in written form, in following e-mail _____.
WARRANTY PERIOD The warranty period for the offered goods shall not be less than 24 (twenty-four) months from the date when it was made a quantitative and qualitative acceptance of goods and mutually signed Minutes, without objection.	WARRANTY PERIOD The warranty period for the offered goods is _____ months from the date when it was made a quantitative and qualitative acceptance of goods and mutually signed Minutes, without objection.
PLACE OF DELIVERY JP "Elektroprivreda Srbije" Beograd Ogranak "Drinsko – Limske HE" Bajina Bašta HE "BAJINA BAŠTA", 31256 PERUĆAC	PLACE OF DELIVERY I agree to the request of the customer YES / NO (mark correct answer)
VALIDITY PERIOD It can not be shorter than 60 days from the bid opening	VALIDITY PERIOD Validity period is _____ days from the bid opening.
Offer bidder who does not accept the conditions of the Buyer for the time and manner of payment, delivery time, warranty period, place of delivery and the validity period shall be deemed inadmissible.	

PE " Electric Power Industry of Serbia " Belgrade
Branch "Drinsko-Limske HE" Bajina Bašta
Tender documents JN/2100/0480/2017

Place and date

Bidder

M.P.

Note:

The bidder is obliged to fill in a form offers all commercial conditions (all of the blanks and circle one answer in places where this is required).

If bidders submit a joint bid, a group of bidders may authorize a bidder from the group of bidders to complete, sign and stamp authenticated form offer or bid form signed and stamped certification of all bidders from a group of bidders (in that sense, this form should be adapted to a larger number of signatories).

LIST OF OFFERED GOODS WITH PRICE DETAILS

R.br	Opis	Qty.	Fill in by domestic Tenderer	Fill in by Foreign Tenderer	Total price. (3) x (4) or (3) x (5)	Notes
			Unit price , parity DAP Bajina Bašta	Unit price , parity DAP Bajina Bašta		
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Switch box SUNMULON(SW-UNIT12)	1				
2.	Switch 8GOV BH-H4003	1				
3.	Speed relay EFRD-42B15	1				
4.	Speed Sensor 70085-1010-528	1				
5.	RPM meter DVF-11,0-857 min-1, 4-20 mA *	1				
6.	Opening meter LM11NE, 0-100%, 4-20 mA	1				

7.	MW meter EVF-11N -360 to 360 MW *	1				
8.	kA meter AVF-11 CT 18000/5 A *	1				
9.	Excitation controller - printed wiring board DOS10 G021, DC48V, 0.1 A	1				
10.	Ground relay TCR4D-AT1, AC 100-120V	1				
11.	Generator thermal protection 49GM-1 or newer one AS4R-5-M2/UL M-system *	1				
12.	Generator thermal protection 49GM-2 or newer one AS4R-5-M2/UL M-system *	1				
13.	Timer relay OMRON H3AM, 100-240 VAC	1				

14.	Timer relay TA4-DQ1D, 100-240 V DC	1				
15.	Timer relay H3CR-A8-TF	1				
16.	Timer relay UP10T-SP1D	1				
17.	Timer relay UP10T-SQ1D	1				
18.	Solid state relay G3HD	1				
19.	Signal transmitter 70JQ- TRD1 WJV-U30X-R-X, in - 10 to +15 V, out -15 to+15 V	1				
20.	Isolator 70JQ-TRD2 DGP- 1, in -10 to +10 V, out 4-20 mA	1				
21.	Computer backup CB2-4W- R, 24 V DC, in -10 to +10 V	1				
22.	Power Supply Unit HWS100A-24/A *	1				
23.	Power Supply Unit	1				

	HWS150A-48/A *					
24.	Power Supply Unit YDCS-01A	1				
25.	CV and GV position transducer SA-DM-404EW	1				
26.	Transducer TGP-1-29-8	1				
27.	Output transducer TFPA-13	1				
28.	Auxiliary Relay MKS2XT1N, 220 VDC	1				
29.	Auxiliary Relay MM4XP-JD	1				
30.	Auxiliary Relay MM2XP-JD	1				
31.	Auxiliary Relay MM4XKP-JD	1				
32.	Auxiliary Relay MM4XP-JD	1				
33.	Auxiliary Relay MM4XP-JD	1				
34.	Auxiliary Relay MM2XP-JD	1				

35.	Auxiliary Relay G3HD-202SN	1				
36.	Auxiliary Relay UP3A-S13AB11 DC220V *	1				
37.	Auxiliary Relay MKS2XTIN-11	1				
38.	Keep relay UP3A-K08CA11 *	1				
39.	Keep relay UP6A-KO8AA.11	1				
40.	D-GOV unit USW19CG001	1				
41.	Speed counter, D-GOV FDCW01G001	1				
42.	CPU CPUX02G001	1				
43.	Module DI DICW01-21	1				
44.	Module DO DOCW01-21	1				
45.	Module AI AICW01-15	1				

46.	Module AO AOCW01-03	1				
47.	Ethernet module ETMX01-01	1				
48.	CPU CPUL01G002	1				
49.	Module profibus PIFL01G002	1				
50.	Power supply R3-PS3-R-T	1				
51.	Module DI R3-DA32AW-T	1				
52.	Module DO R3-DC32AW-T	1				
53.	Module AI R3-SS8W-T	1				
54.	Module AO R3-YS4W-T	1				
55.	Module communication R3-NP3-N-T	1				
56.	Signal cable with mounted connectors for governor AI/AO-CTCW, STRAIGHT TYPE, 5P2B0613P006	1				

57.	Signal cable with mounted connectors for governor DI-CTCW04/XW2C, STRAIGHT TYPE, 5P2B0613P106	1				
58.	Signal cable with mounted connectors for switch box FP 1121 01, 5P-00002564-008	1				
59.	Spare male connectors for input modules of AFC (both side)	2				
60.	Spare male connectors for input modules of governor(both side)	2				
61.	P.No.22. PROXIMITY SWITCH – REMARKS IG0348	4				
62.	P.No.23. PROXIMITY SWITCH – REMARKS	2				

	IG0349					
63.	P.No.5. CARBON PACKING, 10 pcs per set	6 sets				
64.	P.No.8. RUBBER SHEET (Ø1220 x Ø1020 x t1.5)), 8 pcs per set	20 sets				
65.	Material JIS SUS 410, glue, 4 kg	1				
66.	P. No 1. Adjusting Bolts	10				
67.	P. No 5. Insert plate	20				
	TOTAL :					

I	TOTAL PRICE OFFERED IN RSD / EUR/JPY without VAT (sum of column 6)	
II	Total amount of VAT	
III	TOTAL PRICE OFFERED IN RSD / EUR/JPY with VAT (line I + line II)	

Place and date:

M.P.

Bidder

Note:

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

Instructions for completing Form no. 2 - Structure of the price offered

Bidder should fill in a form structure offered prices as follows:

- in order number. I - enter the total price offered for all positions without VAT (SUM column No.6)
 - in order number. II - enter the total amount of VAT
 - in order number. III - enter the total bid price with VAT (red + Br.i red.br.II)
 - in the space provided for the place and date entered the place and date of filling in the structure of prices,
 - in the space provided for the seal and signature of the bidder seal verifies and signs form the structure of prices.
- In the Bid Form and Form price structure state / circle currency in which the given offer.

In accordance with Article 26 of the Law ("Official Gazette", no. 124/2012, 14/15 and 68/15), Article 2, Paragraph 1, item 6) of the sub-item (4) and a member 16 of the Regulations on compulsory elements of the tender documents procurement procedures and the method of proving that the conditions ("Official Gazette" No. 86/15) gives Bidder:

STATEMENT OF THE INDEPENDENT OFFER

and under penalty of perjury confirming that the offer number: _____ for public procurement of goods

PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “

Public procurement number JN/2100/0480/2017

Purchaser Public Enterprise "Electric Power Industry of Serbia", Branch Drinsko-Limske HPP, Bajina Basta, Dusana Jerkovic square No.1, after an invitation to tender published on the Public Procurement Portal and the website of the Purchaser on _____ year, filed independently, without the agreement of other bidders or interested parties.

Otherwise familiar that pursuant to Article 168, paragraph 1, item 2) of the Law on Public Procurement ("Official Gazette of RS", No.124 / 12, 14/15 and 68/15), a public procurement contract to be null and void.

Date

Bidder

M.P.

Note:

If the joint bid submitted by a group of bidders statement shall be delivered to each member of the consortium. The declaration must be completed, signed by the person authorized to represent the bidder from the group of bidders and stamped.

In the event that a bidder submits a bid with a subcontractor, Statement is delivered to the seller and each subcontractor. The declaration must be completed, signed and stamped by the person authorized to represent the suppliers / subcontractors and stamped.

When submitting offers this form to copy the required number of copies.

Pursuant to Article 75, paragraph 2 of the Law on Public Procurement ("Official Gazette of RS" No.124 / 2012, 14/15 and 68/15) as supplier / subcontractor give:

STATEMENT

which expressly state that we are in his current work and in preparing Offers
number: _____ for public procurement of goods

PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “

Public procurement number JN/2100/0480/2017

respect for the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and we do not have a ban on performing the activity which is in force at the time of submitting the offers.

Date

Bidder

M.P.

Note:

If the joint bid submitted by a group of bidders statement shall be delivered to each member of the consortium. The declaration must be completed, signed by the person authorized to represent the bidder from the group of bidders and stamped.

In the event that a bidder submits a bid with a subcontractor, Statement is delivered to the seller and each subcontractor. The declaration must be completed, signed and stamped by the person authorized to represent the suppliers / subcontractors and stamped.

When submitting offers this form to copy the required number of copies.

COSTS OF BID PREPARATION

for:

PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “

Public procurement number JN/2100/0480/2017

In accordance with Article 88, paragraph 1 of the Law ("Official Gazette", No.124 / 12, 14/15 and 68/15), Article 2, Paragraph 1, item 6) of the sub-item (3) and Article 15 . Rules on mandatory elements of tender documentation in the public procurement procedures and the manner of proving the fulfillment of conditions ("Official Gazette" no. 86/15), attach to the offer

COST STRUCTURE PREPARATION OF BIDS

	_____ dinara
	_____ dinara
Total costs excluding VAT	_____ dinara
VAT	_____ dinara
Total costs with VAT	_____ dinara

The structure of costs of preparing a bid attach looking for compensation of those costs if the client concerned public procurement suspension for reasons on the side of the customer, 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

M.P.

Bidder

Note:

Form the costs of preparing a bid fill only those bidders who had stated costs and seeking the Purchaser compensate them in case of a legally prescribed

Other costs of preparation and submission of bids shall be borne exclusively by the Bidder and can not seek reimbursement of costs from the client (Article 88 paragraph 2 of the Law on Public Procurement ("Official Gazette of RS", No.124 / 12, 14/15 and 68/15)

If the bidder fails to complete a cost of preparing a bid, the Buyer is not obliged to compensate the costs and in the statutory case

If a group of bidders submitting a joint bid this form is signed and certified. If the holder of a bidder submits a bid with a subcontractor this form signed and certified by the seal supplier.

AGREEMENT CONSORTIUM PARTICIPANTS

PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “

Public procurement number JN/2100/0480/2017

Pursuant to Article 81 of the Law on Public Procurement ("Off. Gazette of RS" no. 124/2012, 14/15, 68/15) is an integral part of the joint bid is agreement that bidders from the group of bidders to each other and to the Buyer to undertake the execution of public procurement, which shall contain information on:

	INFORMATION OF	NAME AND SEAT CONSORTIUM MEMBER
1.	<i>A member of the group who will be the main contractor, or to submit a bid and who will represent the consortium in front of the customer:</i>	
2.	<i>Terms of Reference of each bidder from the group of bidders in the execution of the contract:</i>	
3.	<i>Other:</i>	

Signature of the person responsible member of the consortium:

Date: m.p.

Note:

In case of a joint offer complete, sign, authenticate and submit this form, if not all the data to fit in this form to submit signed and sealed this Contract in accordance with the Law on Public Procurement and the tender documentation, which must contain the information required by Form (Appendix 1).

RECORD ON CONDUCTED DELIVERY OF GOODS

for **PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “**

Public procurement number JN/2100/0480/2017

Date: _____

SELLER:

(Name and address)

BUYER:

Public Enterprise "Electric Power
Industry of Serbia" Belgrade
Carice Milice Street No. 2, 11000
Belgrade
Branch "**Drinsko – Limske HE**"
Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta.

Contract No./Date:

The number of orders for the purchase / order:

City made the delivery of goods:

Place:

A) Detailed specifications of goods:

No.	Goods		Qty.	Unit price without VAT (RSD/EUR/JPY)	Total price without VAT (RSD/EUR/JPY)
1.	Spare part for PSPP "Bajina Bašta"				

The total value of goods delivered by specification is _____ dinars/EUR/JPY without VAT.

APPENDIX: Purchase Order (containing case, the period, quantity, unit of measure, the unit price of VAT, the cost of VAT, the total amount of the VAT)

The subject of the contract conforms to the required technical characteristics:

- ☐ YES
☐ NO

The subject of the contract is without visible damage:

☐ YES

☐ NO

The total number of items in the specifications:

Number of inputs:

Indicate the position you have any deficiencies (fill in only in case of complaints):

Other notes (submitted evidence of quality - safety data sheet to the Serbian language in accordance with the Rules on the contents of the safety data sheet (Official Gazette no., 100/2011), the report of provided services and other):

B) If the goods delivered to the scope, quality, time and in accordance with the agreed contract confirms:

SELLER:

BUYER:

(Name and Surname)

(Responsible person of the Decision
the performance of the contract)

(Signature)

(Signature)

- 1) In the event that the goods relate to the growing number of cost centers, with a particular specification Minutes accompanied by cost center.
- 2) The seller is obliged to deliver the invoice and mutually signed Minutes.
- 3) The obligation of the Buyer is to issue a written purchase order, regardless of the subject of procurement.

NOTE:

This report is handed only, meaning that bidders do not submit the same with the Offer.

Explanatory notes:

1. The order for the purchase of Order = (output document to the Seller, issued on the basis of the Contract) **REQUIRED** attached Record.
2. The signature by the purchaser on the record is one and that is the signature of the person responsible for monitoring the execution of contracts designated Settlement.
3. The seller is obliged to deliver with the invoice mutually signed Minutes.
4. The obligation of the Buyer is to issue a written purchase order.

MODEL OF CONTRACT

for **PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “**

Public procurement number JN/2100/0480/2017

In accordance with the given model contract and the elements of the most favorable bid shall be concluded public procurement contract. Bidder provide model contracts signed, certified and delivered in the offer.

CONTRACT SIDES:

1. Public Enterprise "Electric Power Industry of Serbia" Belgrade, Carice Milice. 2 Branch "DRINSKO-LIMSKJE HIDROELEKTRANE" Bajina Bašta
Trg Dušana Jerkovića broj 1, 31250 Bajina Bašta
Identification number:: 20053658
TAX ID: 103920327
Account number: 160-797-13
Bank: Banca Intesa ad Beograd
represented by Chief Financial Officer Branch Zorica Jovanovic, by power of attorney number 12.01.47976/1-15 from 24.09.2015. year and amendments number 12.01.47951/2-15 from 07.10.2015. year,
(hereinafter referred to as the Buyer)

and

2.
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by
(hereinafter referred as the Seller)

- a.
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by
(**member of consortium or subcontractor**)

- b.
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by

(*member of consortium or subcontractor*)
(hereinafter Contracting Parties)

concluded in Bajina Basta, on _____. year following:

CONTRACT FOR PURCHASE OF GOODS

for **PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “**

Public procurement number JN/2100/0480/2017

The Contracting Parties take note:

- the Purchaser is in conformance with the tender documents and in accordance with Article 32 of the Law concerning the procurement ("Official Gazette" No. 124 / 2012,14/ 2015 and 68/2015) (hereinafter Law) conducted open procedure no. JN/2100/0480/2017 for the acquisition of goods and to PURCHASE OF Spare parts for PSPP "Bajina Basta".
- that the Request for Proposals regarding the public procurement published on the Public Procurement Portal ago _____, as well as on the website of the Contracting Authority.
- Offer to the Bidder, which is filed with the Employer under the number _____ of _____. 2018. year, fully meets the customer's requirements in the invitation to tender and tender documents.
- that the Purchaser its decision on awarding the contract no. _____ of _____. 2018. was selected the offer of the Bidder.

SUBJECT OF THE AGREEMENT

Article 1.

The subject of the Purchase Contract (the Contract) is PURCHASE OF PSPP "Bajina Basta" spare parts.

The seller is obliged to deliver to the customer's needs contracted goods referred to in paragraph 1 of this Article within the stipulated period, the parity DAP, INCOTERMS 2010 Delivered in storage JP EPS - Branch DLHE, HE "Bajina Basta", Perucac, all in accordance with Bid number _____ dated _____, Form No. 2 - Structure of the price offered to the specification of the required goods and Tender documents for public procurement, which, as Annexes form an integral part of this Contract.

Article 2.

This Contract and its annexes were drafted in Serbian language and/or English. This Contract shall apply to the laws of the Republic of Serbia. In case of dispute, the law of the Republic of Serbia.

THE CONTRACT VALUE

Article 3.

The total value of the goods referred to in Article 1 of this Contract is without VAT _____ (in words: _____) RSD / EUR/JPY.

The official middle exchange rate of EUR/JPY on the day of opening of bids, exchange rate NBS no. _____, is _____ dinars.

If the offer is submitted in EUR/JPY, offered price is fixed for the entire contracted period and is not subject to any change.

The contract value in paragraph 1 of this Article shall be increased by the value added tax, in accordance with the regulations of the Republic of Serbia.

The price includes all costs related to the subject of public procurement and that are determined in the Tender documentation.

Price of goods referred to in paragraph 1 of this Article is determined parity JP EPS - Branch DLHE, HE "Bajina Basta", Perucac, and includes expenses that the Seller is in respect of delivery in the manner set forth by this Contract.

The price adjustment can only be applied if the change of course be greater than $\pm 5\%$ and shall be made only upon the written request of the Seller, or the written requirements of the client.

The correction of the agreed price will be made as follows:

$$C = C_0 * (EUR_T / EUR_0)$$

Wherein:

C - new price

C₀ - agreed price

EUR_T - middle exchange rate of the dinar against the euro/JPY on the day of DPO (NBS exchange rate)

EUR₀ - middle exchange rate of the dinar against the euro/JPY on the date of expiry of the offer (exchange rate NBS).

In the case of applying the price adjustments Seller shall issue an invoice based on the unit price and the amount of the adjustment to the price expressed as a correction account as a debit memo / credit.

Until the harmonization of prices may occur only under the condition that the contractual goods delivered within the stipulated period.

If it is agreed in advance it is subject to change with the requirement. Change the price on the remaining debt will be calculated after deduction of advance.

BILLING AND PAYMENT

Article 4.

Payment of delivered goods that are the subject of this public procurement Buyer will make the current account of the Sellers as follows:

- advance payment _____% of the agreed price after mutual signing of the Contract, delivery of bank guarantee for refund of advance payments, up to 45 days of receipt of proforma invoice,

- remains total contract price after each delivery, with the proportion of advances litigation or litigation 100% advance payment and signing of the Minutes of the qualitative and quantitative receipt of goods by the authorized representatives of the Buyer and the Seller without objection, up to 45 days from the date of receipt of a correct invoice.

Account must be delivered to the customer's address, not later till 05th of the current month:

**Public Enterprise "Electric Power Industry of Serbia" Belgrade
branch "DRINSKO - LIMSKE HIDROELEKTRANE" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta**

In the case of applying the price adjustments Seller shall issue an invoice based on the contracted unit price and the amount of the adjustment to the price expressed as a correction account as a debit memo / credit.

The deadline for payment begins to run from the date of receipt of a correct invoice with the required supporting documentation.

The calculation of the price correction is not included in the amount referred to in Article 3 of this Contract.

The obligations falling due after the expiry of the current three-year program of EPS operations, will be implemented up to the amount of funds that will for this purpose be approved in a new business program of EPS for the year in which they will be paying contractual obligations.

Seller agrees that during the issuance of the situation - account mandatory call for public procurement and filing number of the Contract (filing number at the Purchaser).

TIME AND PLACE OF DELIVERY

Article 5.

Delivery of the goods begins to run from the date of receipt of the request for delivery by the Seller.

Purchaser-buyer will request for the delivery of the Seller no later than 20 calendar days from the date of entry into force of the Contract, in writing, by e-mail, the e-mail address: _____ (to be completed by Bidder).

The seller is obliged to complete the scope of delivery of the goods made within _____ calendar days from receipt of the request for delivery by the Seller.

The announcement of delivery by e-mail: boris.jovanovic@eps.rs and dusan.trisic@eps.rs at least 2 days prior to the planned delivery.

Place of delivery of the goods the Buyer's warehouse at:

**Public Enterprise "Electric Power Industry of Serbia" Belgrade
branch "Drinsko – Limske HE" Bajina Bašta
HE "BAJINA BAŠTA"
31256 PERUĆAC**

Acc. To INCOTERMS 2010, DAP parity.

The transition of ownership and risk of the delivered goods that are delivered under this Contract, the Seller to the Buyer, passes on the day of delivery. The date of delivery is considered the date of receipt of goods in JP EPS - Branch DLHE, HE "Bajina Basta", Perucac.

Seller shall, within the established dynamics, shipping, transport and delivery of goods organized so that the receipt of goods in warehouse JP EPS - Branch DLHE, HE "Bajina Basta", in Perucac carried out from Monday to Friday from 07:00 to 13:00, in each case in accordance with the instructions and the customer's requirements.

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

In the event that the Seller fails to deliver the goods within the stipulated period, the buyer is entitled to payment of the contractual penalty, the bank guarantee for refund of advance payments in the amount of unwarranted advance payment, including the right to terminate the Contract.

QUALITATIVE AND QUANTITATIVE APPROACH

Article 6.

The quantitative approach

Seller shall notify the Purchaser in writing of the exact date of delivery at least 2 working days before the scheduled date of delivery.

The notification from the previous paragraph shall contain the following information: the number of the Contract, according to which delivery is made, the date of shipment, quantity, value of shipments and the expected time of arrival of supplies to the place of storage of EPS, who is well supplied.

The buyer shall, in accordance with the notification of the Seller, timely organize arrival of good in time from 07.00 to 13.00 hrs.

Admission object of the contract will conclude with the signing of the Minutes of the completed delivery of goods - without any complaints and / or delivery note and check:

- whether the delivered contractual amount
- whether the goods delivered in the original packaging
- whether they are good with no visible damage
- whether the delivered goods delivered with full documentation specified in the tender documents.

In the event of deviations from the agreed, delivery will not be accepted. Seller ascertained deficiencies be removed within a maximum of 30 days. If the specified deadline, the Seller fails to remedy these deficiencies, the Contract may be terminated and the buyer can charge means financial security for good performance.

Article 7.

The qualitative approach

The buyer is obliged to quantitative after receipt of delivery of goods, without delay, determine the quality of the delivered goods as soon as it is in the ordinary course of events and circumstances as possible, and no later than 8 (eight) days.

Buyer may delay the determination of the quality of the supplied goods until the Seller fails to deliver documents that are necessary for this purpose, but is obliged to warn him of the Seller to them without delay delivery.

If it is determined that the quality of the supplied goods does not correspond to the Contract, the buyer is obliged to put the Seller a written complaint on the quality, without delay and not later than 30 (thirty) days from the date when it found that the quality of the supplied goods does not correspond to the agreed.

When, after the completion of qualitative receipt shows that delivered good has a hidden defect, the buyer is liable to the Seller objects to quality without delay, as determined deficiency.

The seller is obliged to, within seven (7) days of receipt of the complaint referred to in paragraph 3 and paragraph 4 hereof, notify in writing the Customer of the outcome of the complaint.

The buyer, who is the Seller in a timely and reliable way to put a complaint concerning identified deficiencies in the quality good, has the right, within the period given in the complaint, asking Seller:

- to remove defects at his own expense if the defects of the goods to repair or
- to deliver his new quantities of goods without defects at its own cost and delivered with good shortcomings at his own expense take or
- to refuse to accept goods with defects.

In each of these cases, the buyer is entitled to compensation. In addition, and independently of, the seller is liable to the Buyer for the damage that this one, due to defects in the goods delivered, sustained on their other assets according to the general rules of liability for damage.

The seller is liable for any defects or damage to the goods, which emerged after the takeover by the buyer, whose cause existed before downloading (hidden defects).

In case of disagreement of the Seller to the finished quality acceptance and non-acceptance or contesting the complaint, the control carried out the delivery of goods will be made independent laboratory approved by the Seller and the Buyer. The decision will be final independent laboratories.

The decision of the independent laboratories for control in any case does not release Seller of its obligations and responsibilities under this Contract.

Control costs borne by the seller.

If the receipt of the goods cannot be successfully executed, the Seller ascertained deficiencies be removed within a maximum of 30 days. If the specified deadline, the Seller fails to remedy these deficiencies, the Contract may be terminated and the buyer can charge financial security.

After the qualitative receipt (after elimination of possible objections), a representative of the Buyer and the Seller Representative draw up and sign the Minutes of the performed supply of goods.

WARRANTY PERIOD

Article 8.

The warranty period for goods referred to in Article 1 is _____ months starting from the date when it was made a quantitative and qualitative acceptance of goods and mutually signed Minutes, without objection.

The buyer has the right to complain during the warranty period, by a written complaint to the Seller to deliver on quality, and at the latest within three days of becoming aware of the defect.

Seller shall within the warranty period, at its own expense, to remove any possible defects in the goods delivered under the conditions specified in the technical warranty and the applicable regulations of the RS.

In the case of confirmation of the facts set forth in the reclamation act of the Buyer, the Seller will deliver the good in exchange for advertised at their own expense, no later than thirty (30) days from the date of return of the advertised goods by the Buyer.

The warranty period is extended for the period for which good, due to defects in the warranty period is not used in the manner for which it was bought, and time spent to fix defects on the property within the warranty period. In this case, the warranty period of such items shall be extended for the period during which they were out of use, provided that in no case extended more than one year from the original warranty period.

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

The warranties set forth in this section shall be exclusive and in lieu of all other warranties & conditions, whether express, implied or statutory, including but not limited to the implied warranties & conditions satisfactory quality, of merchantability and of fitness for a particular purpose.

FINANCIAL SECURITY

Article 9.

The bank guarantee for refund of advance payments

Seller agrees that Buyer submit a bank guarantee for refund of advance payments and irrevocable, unconditional, payable on first call and without the right to object, issued in the amount of agreed advance payment with the value added tax with a validity period of 30 (thirty) calendar days longer than the agreed time of delivery of the goods.

Seller shall, within 15 days from the date of contract signing, submit a bank guarantee for refund of advance payments to the Buyer.

The submitted guarantee shall enter into force only after receipt of the advance payment of _____ (_____) (in words _____) in favour _____ of _____ the _____ Principal _____ to _____ account _____ number _____.

The submitted bank guarantee may not include additional conditions for payment, a shorter period, and a smaller amount in this case will be deemed not submitted within the prescribed period.

If Seller fails to submit a bank guarantee for the advance payment, the buyer is entitled to charge a means of financial security for tender and to terminate the contract.

If during the term of the agreement change the deadlines for the execution of contractual obligations, the importance of bank guarantee for refund of advance payment should be extended.

Submission of financial security represents urged condition of occurrence of a legal contract effects.

In the case of non-fulfillment of contractual obligations, the Buyer has the right to collect the bank guarantee for refund of advance payments and bank guarantee for good performance.

Seller may submit a guarantee by the reputable bank acceptable to the Buyer.

Article 10.

Submission of financial security of Article 9 represents the urged condition, so that the legal effect of this agreement is not formed until the urged condition is not met.

If the means of financial security is not delivered within the time limit, it shall be deemed that the seller refused to sign a contract, unless the said period is not entirely fulfilled its contractual obligation.

Article 11.

BUYER'S OBLIGATIONS

The Buyer undertakes the following obligations:

1. To duly pay out to the Supplier the delivered equipment which is subject of Delivery in a manner and within the time limits as defined in the Article 4 of this Contract
2. To perform all other contractual obligations in accordance with the provisions of this Contract

LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

Article 12.

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

Liquidated damages are calculated from the first day of the expiry of the agreed period of delivery specified in Article 5 of the Contract and amounts to 0.5% of the contracted value of the undelivered goods per day, up to 10% of the total contract value of goods, excluding value added tax

The seller payment of liquidated damages, referred to in paragraph 1 of this Article shall be made within 45 (forty-five) days of receipt of invoice Buyer of issued on this basis.

LIMITATION OF LIABILITY

Article 13.

The total liability of the Seller on all claims as a whole, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the performance or breach shall not exceed the total contract price.

In no event, whether as a result of breach of the contract, warranty, alleged negligence or liability without fault, shall the Seller be liable for special, indirect, incidental or consequential damages.

FORCE MAJEURE

Article 14.

Force Majeure is considered for a case that is released from liability for the performance of all or certain contractual obligations and for compensation for partial or complete non-fulfillment of contractual obligations, the law of the Contracting Party in which there is a case of force majeure, or both parties when in both Contracting performed by the case of force majeure, and the execution of obligations is disabled due to force majeure, delays for its duration.

Contracting Party which is to perform contractual obligations impossible due to force majeure is obliged to immediately, without delay and not later than 48 (forty-eight) hours from the time of occurrence of a force majeure event, written notice to the other Party of the occurrence of force majeure and its estimated or expected duration, followed by submission of evidence of the existence of more force.

For the duration of the force majeure, each Party shall bear its own costs and not an expense, or loss of one and / or both of the Contracting Party, which was created during the force majeure, or in relation to force majeure, it does not consider the harm is obliged to reimburse debt Contracting party, not for the duration of the force majeure, not after its termination.

If higher power operation lasts for more than thirty (30) calendar days, the contracting parties to agree on how to proceed with the execution of this Contract - delay fulfillment and shall an annex of this Contract, or will be arranged on the termination of the Contract, with the proviso that in case of termination on this ground - not one of the parties is not entitled to compensation for any damage.

CONTRACT TERMINATION

Article 15.

If the Seller fails to fulfill this agreement, or if there is quality and the deadline to fulfill its obligations, and, despite written notice Customer violates the terms of this contract, the buyer has the right to state non-compliance with the provisions of the Contract and on delivery to the Seller a written warning.

If the Seller fails to take measures for the execution of this Contract, from his or her request, within eight (8) days after receipt of written notice, Buyer may, within five (5) days to unilaterally terminate this Contract by the rules of termination due to non-fulfillment.

In the event of termination of this Contract, for the purposes of this article, the Parties shall settle their liabilities incurred up to the date of termination.

If the Buyer fails to perform any of the terms and conditions of the Contract, or in the event of bankruptcy or insolvency of the Buyer, the Seller shall have a right to terminate the contract by merely giving a written notice to the Buyer reimburse the Seller for any expenses, costs, or losses sustained by the Seller by reason thereof.

Article 16.

The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions of the Contract, if not substantially affect the implementation of this Contract.

Article 17.

The seller is obligated to maintain the confidentiality of all data and information contained in the documents, reports, technical data and information, and to be used exclusively in connection with the implementation of this Contract.

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

Article 18.

If in the course of its obligations under this Contract comes to status changes in the Parties' rights and obligations transferred to the appropriate legal successor.

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

Article 19.

Seller shall, without delay and not later than five (5) days from the date of change in any of the data relating to the fulfillment of conditions of the public procurement procedure, the resulting change in writing to the Purchaser and that the documents in the prescribed manner.

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

CONTRACT VALIDITY

Article 20.

The contract is considered concluded after the signing by the legal representatives of the Contracting Parties and shall enter into force when the seller meets suspensive condition and delivered within the agreed term means financial security for good performance.

The contract is concluded for a period up to a total quantity of goods delivered contracted from the article 1 of this Contract, up to the level the planned amount of the subject contract, not later than 01.04.2019. If the contracted funds spent before expiry of the agreed contract shall be considered fulfilled.

If the contract is not terminated or ceased to be valid in another way pursuant to the provisions of this Contract or the law, the Contract shall supersede the payment of the total contract value under this Contract, and without prejudice to the provisions of the warranty and the obligations of the warranty period.

CHANGES DURING THE TERM OF THE CONTRACT

Article 21.

The parties agree that any amendments to this Contract executed in writing - the conclusion of the annex in accordance with the regulations on public procurement.

Buyer may allow a change in price or other essential elements of the Contract for objective reasons such as force majeure, amendments to existing legislation, measures of state bodies, the circumstances that hinder the fulfillment of the obligations of a Contracting Party, or because they cannot achieve the purpose of this Contract.

The change or harmonization of prices in accordance with the provisions of this Contract does not constitute a change in the Contract.

In the event of changes to this Contract, the Buyer shall make a decision on amending the Contract, which contains information in accordance with Annex 3L law and within three days of making the same published on the Public Procurement Portal and submit a report to the Public Procurement Office and the State Audit Institution.

FINAL REGULATIONS

Article 22.

On the relationship of the parties, which are not regulated in this Contract, the appropriate provisions of Law on Obligations and other laws, regulations, standards and technical norms of Serbia - applicable with regard to the object of this Contract.

Article 23.

The Parties agree that any dispute arising in connection with this Contract, seek to resolve amicably, in the spirit of good business cooperation.

All disputes arising out of this Contract and on the occasion of him contracting parties shall amicably, and if they fail Contracting Parties agree that any dispute arising out of this Contract is finally resolved by the competent court.

In the event of a dispute applicable to substantive and procedural law of the Republic of Serbia, and the proceedings are conducted in Serbian.

Article 24.

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

- when the contract is signed by authorized persons of the Parties,

For all that is not governed by this Contract, the provisions of the Obligations Law and other applicable regulations governing this matter.

An integral part of this Contract and its annexes are as follows:

- Tender documents (the Public Procurement Portal under the code _____)
- Contract on consortium - in the event of a joint bid
- A bid,

- Form Structure of the price offered to the specification of the required goods
- Decision on the responsible persons
- Contract on keeping trade secrets and confidential information.

The Parties jointly declare that the contract read, understood and that contractual provisions in all an expression of their true will.

Article 25.

Contract is made in 6 (six) identical copies, of which four (4) copies to the Seller a two (2) to the Buyer.

BUYER:

JP "Elektroprivreda Srbije" Beograd,
Carice Milice br. 2,
11000 Beograd
branch "Drinsko – Limske HE" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta

M.P.

SELLER:

(Company name)

(Name and surname)

(Function)

Zorica Jovanović
Chief Financial Officer Branch

CONTRACT
the confidentiality and classified information

for **PURCHASE OF SPARE PARTS FOR PSPP „BAJINA BAŠTA “**
Public procurement number JN/2100/0480/2017

CONTRACT SIDES:

Public Enterprise "Electric Power Industry of Serbia" Belgrade, Carice Milice. 2
Branch "DRINSKO-LIMSKE HIDROELEKTRANE" Bajina Bašta
Trg Dušana Jerkovića broj 1, 31250 Bajina Bašta

Identification number:: 20053658

TAX ID: 103920327

Account number: 160-797-13

Bank: Banca Intesa ad Beograd

represented by Chief Financial Officer Branch Zorica Jovanovic, BA., by power of
attorney number 12.01.47976 / 1-15 from 24.09.2015. year and amendments
number 12.01.47951 / 2-15 from 07.10.2015. year

(hereinafter referred to as the Buyer)

and

3.

.....
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by
(hereinafter referred to as the Seller)

a.

.....
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by
(member of consortium or subcontractor)

b.

.....
from
Street and number
Identification number:
TAX ID:
Account number:
Bank:
Represented by
(member of consortium or subcontractor)

(hereinafter Contracting Parties)

Article 1.

The parties agreed that in relation to public procurement of goods number JN/2100/0480/2017 PURCHASE OF SPARE PARTS FOR PSPP "Bajina Basta" (hereinafter referred to as good), provide access to and exchange of data that make up a business secret, as well as data on personality, and to protect their confidentiality in the manner and under the conditions specified in this Agreement, the law and internal documents of the parties.

This Agreement constitutes the Annexes to the Agreement No. ____ of ____ years.

Article 2.

The parties agree that the terms used, and arising from this Contract shall have the following meanings:

A trade secret is any information that has commercial value because it is not generally known nor available to third parties that its using or disclosing it to achieve economic benefits, and that is by its titleholders protected by appropriate measures in accordance with law, business logic, contractors obligations or the appropriate standards in order to preserve its secrecy, but whose disclosure to a third party could cause damage to the holder of trade secrets;

Holders of business secrets - a person who under the law controls the use of the trade secrets;

Carriers Information - material and electronic media, voice-speech signals, the physical box and information databases in which it is contained or through which the transfer of the secret;

The degree of secrecy labels - props (codes and descriptions), which testify to the confidentiality of the data contained on the information carrier, and which are placed on the I carrier and (or) to the related documents;

Giver - The party that is holder of trade secrets, which gives recipient information representing a trade secret;

Receiver - The party that receives data from the donor which are confidential, and receiving the same becomes holder of trade secrets;

Personal data is any information relating to an individual, regardless of the form in which it is expressed and the data format (paper, tape, film, electronic media, etc.), At whose order, in whose name or for whose account information is stored, creation date information, a place to store information, mode of learning the information (directly, by listening, watching, etc., or indirectly, by insight into documents containing the information, etc.), and regardless of other characteristics of information ;

A natural person is an individual to whom the data relates, who is identified or identifiable by reference to personal name, identification number, address code or other symbols of his physical, psychological, spiritual, economic, cultural or social identity.

Article 3.

Trade secrets and confidential information relating to: expertise, innovation, research, technology, processes, programs, charts, source documents, software, product plans, business plans, projects, business opportunities, all information in writing marked as "confidential" or "confidential" information which, under any circumstances, can be

interpreted as a trade secret or confidential information, terms and conditions of the negotiations and any agreement between the Buyer and Seller.

Each party acknowledges that it is a trade secret or confidential information, the other side of the core values of the other side, whose value would be impaired if such information due to a third party.

Each Party shall, when processing confidential information relating to personal data in connection with business activities comply with applicable law on the protection of personal data in the Republic of Serbia.

Unless expressly provides otherwise,

- neither party will use the trade secret or confidential information, on the other hand,
- not disclose this information to third parties, except for employees and advisors of each party to whom such information is necessary (and subject to limited use and disclosure restrictions that are at least as restrictive as those written obeyed by employees and consultants); and
- will try as much to protect trade secrets and / or confidential information to other parties such as stores and their trade secrets and / or confidential information of the same character, but in no case less than is reasonable..

Article 4.

Recipient undertakes to protect trade secrets Provider to the same extent as their own, and to take all economically reasonable preventive measures in order to preserve the confidentiality of trade secrets received

The recipient is obliged to keep business secret by the Provider finds out or received through any carrier of information, it does not sell, exchange, publication or delivery of the Contracting business secrets to third parties in any way without the prior written consent of the provider.

The obligation under the preceding paragraph does not exist in the following cases:

- a) when the Recipient's demands totally or partially delivery business secret Contracting competent authorities, in accordance with the applicable order or request of each court and administrative agencies, or any governmental bodies comparable competence, provided that the party pays the Provider writing to the immediately preceding such disclosure in order to allow service to oppose such an order or request;
- b) when the recipient submits a business secret Provider its employees and other authorized persons to meet the obligations of the Recipient to the donor, provided that the recipient remains responsible for compliance with the provisions of this Agreement;
- v) when the recipient submits a business secret Contracting entities that are considered to be its affiliates, provided that Recipient assumes full responsibility for the actions of those legal persons with data obtained in accordance with the obligations of the Recipient under this Agreement
- d) when the recipient submits a business secret Contracting recipient's corporate or financial advisors, which are required to maintain the confidentiality of such Recipient.

Besides the above-mentioned duties and limitations are not related to the information provider which provides a recipient, and the recipient can document that is:

- It was known to the Recipient at the time of disclosure,

- come to the public, but not the fault of Recipient,
- admitted to legal action without the restrictions on the use of a third party who is authorized to pay,
- to independently developed by Recipient without access to or use of trade secrets and / or confidential information of the owner; or
- approved in writing to be published by the Contracting.

Article 5.

Side commit to a business secret, when they are exchanged during unprotected communications (fax, internet, etc.) to exchange only with the use of a mutually acceptable encryption methods, combined with the respective processes that together provide a preserving confidentiality.

Article 6.

Each Party is required to determine:

- name and surname of the person responsible for the exchange of business secrets (hereinafter: responsible person)
- mailing address for the exchange of documents in paper form, when data is exchanged in paper form
- e-mail address for the exchange of electronic documents, when data is delivered using the Internet-a
- and to notify the other Party, a written document signed by an authorized representative of the sending information.

Exchange of data representing a business secret can not start before the fulfillment of the obligations set out in the preceding paragraph.

All notifications, requests and other communications during the duration of the contract, and the correspondence in the case of litigation between the parties, is carried out in the written form, as follows: registered mail with return receipt or direct delivery to the address of the page or e-mail to the contacts that are determined in accordance with paragraph 1 above.

Article 7.

If the handover was performed using the email recipient is obliged to immediately upon receipt of the message with the attached confidential, send a confirmation message that the message was received.

If Person in charge Provider does not receive confirmation of receipt message with an attached business secret within two working days, including in this term, and the day when the message is sent, it is obliged to stop further transmission of data, and to initiate a procedure for identifying the cause of delays in the delivery information that the message with the attached trade secret received.

Sending data can continue when and if it shows that data confidentiality is not violated, and that they violated the provisions of this Contract.

Article 8.

Delivery of trade secrets recipient, in printed form or by electronic means, shall be made with the following note: "The information contained in this document are trade secrets _____. The document or its parts can not be copied, reproduced or disclosed without the prior consent" _____".

When submitting a business secret in accordance with the preceding paragraph, the empty lines of text notes in the preceding paragraph shall be entered in the name of the Party Provider of business secrets.

Physical and electronic media in which, or in which, there is a trade secret must contain the following tags degree of secrecy:

For buyers:
Trade Secret
Public Enterprise "Electric Power Industry of Serbia"
Carice Milice. 2. Belgrade
BRANCH "Drinsko – Limske hidroelektrane" Bajina Bašta,
Trg Dušana Jerkovića broj 1

or:

Confidentially
Public Enterprise "Electric Power Industry of Serbia"
Carice Milice. 2. Belgrade
BRANCH "Drinsko – Limske hidroelektrane" Bajina Bašta,
Trg Dušana Jerkovića broj 1

For Seller:
Trade Secret

or:
Confidentially

In the case of oral delivery of information, the information will be considered a trade secret Provider if it is indicated when oral submission and if it is about the period of 3 (three) working days from the date of oral delivery, recipient delivered notice in writing (in paper form or by electronic means).

Article 9.

The obligations under this agreement shall also apply to business secrets which the parties had access or were considered to the conclusion of this Contract.

Obligations under this Contract shall apply to the data representing the Contracting business secret in terms of this Contract and that the recipient had access to them or by accident during the implementation of business activities referred to in Article 1 of this Contract.

Article 10.

The provider remains the owner of the submitted data which are confidential. The provider has the right, at any time, request the return of original Recipient information carrier containing business secrets Provider.

No later than thirty (30) days of receipt of such request, the Recipient is obligated to return all the received information carrier containing business secrets Provider and destroy all copies and reproductions of this data (in any form, including but not limited to, electronic media) that have been in the possession of the Recipient and / or in possession of the persons to whom the same handed over in accordance with the provisions hereof.

Article 11.

If in the course of its obligations under this Agreement, there is a status change in the Parties' rights and obligations transferred to the appropriate legal followers (followers). In the event of any liquidation Recipient, Recipient shall until the completion of liquidation proceedings, the Contracting secure return of all the original and the destruction of all copies and reproductions of the received information carrier.

Article 12.

The recipient is responsible for any and all damages suffered by the grantor for breach of the provisions of this Agreement, as well as due to the possible disclosure of business secrets Provider by a third party to whom the recipient has submitted a business secret donor.

Recipient recognizes that trade secret and / or confidential information of contain valuable information providers and that any material breach of contract cause consequences that are defined by law.

Article 13.

The Parties shall endeavor to resolve any disputes arising from, related to, or breach of the provisions of this Contract, governing the agreement. If no agreement is reached, negotiates the jurisdiction of the court.

Article 14.

Any amendments to this Contract are effective only if they are made in writing and signed in the manner prescribed by the authorized representatives of each Party.

Article 15.

For all that is not regulated by the provisions of this Agreement, the provisions of applicable regulations of the Republic of Serbia applicable, with respect to the subject matter of the Contract.

Article 16.

This Contract shall be deemed concluded on the day it was signed by authorized representatives of both sides, and if you are not signed by authorized representatives on the same day, the contract shall be considered concluded at the date of the second signature in chronological order.

Liabilities to preserving the confidentiality of trade secrets and confidential information that were previously defined apply permanently.

Article 17.

This contract was signed in 6 (six) identical copies, of which four (4) copies of the Purchaser and two (2) copies of the Seller.

The Parties jointly declare that the contract read, understood and that contractual provisions in all an expression of their genuine will.

BUYER:

JP "Elektroprivreda Serbia" Belgrade,
Carice Milice Street No. 2,
11000 Beograd
branch "Drinsko – Limske HE" Bajina Bašta
Trg Dušana Jerkovića broj 1
31250 Bajina Bašta

M.P.

SELLER:

(Company name)

(Name and surname)

(Function)

**Zorica Jovanović, Bachelor of
Economics
Chief Financial Officer Branch**