



Друштво са ограниченом одговорношћу за производњу и дистрибуцију  
енергије и флуида и пружање услуга  
**ЕНЕРГЕТИКА КРАГУЈЕВАЦ**  
34000 Крагујевац, Косовска 4А

---

Phone: 034/304-783; Faks: 034/304-783; e-mail: [jnabavka@energetika-kragujevac.com](mailto:jnabavka@energetika-kragujevac.com)  
PIB: 101576503; МБ: 17006100; Account number : 160-1999-93 Intesa banca

# TENDER DOCUMENTATION

**Reconstruction of Boiler Room „Zastava“with the purpose of replacing a part of capacity of coal-fired boilers with the natural gas-powered and heating oil-powered boilers – Phase**

## I

Open Procedure, with the aimed at concluding the Framework Agreement with a single bidder for a period of two years, No. PP 1.1.47/2017

	DATE AND TIME:
Call and tender documentation published on Portal	15.11.2017.
Deadline for delivering of bids	07.05.2018. until 10:00 am
Public opening of bids	07.05.2018. in 10:30 am

Total number of documentation pages: 121 pages

April, 2018

Pursuant to the Articles 32 and 40 of the PPL – Public Procurement Law ( "Official Gazette RS" No. 124/2012, 14/2015, 68/2015, hereinafter referred to as the Law), Articles 2 and 8 of the Rules on mandatory elements of tender documents for public procurement procedures as well as the manner of attestation for the fulfillment of conditions ( "Official Gazette RS" No. 86/2015), the Decision on the opening the public procurement procedure (No.: 354/17 from 15.11.2017.) and the Decision on the forming of the Public Procurement Commission (No.: 355/17 from 15.11.2017.), the Tender documents are prepared for an open public procurement procedure for public procurement of goods, **"Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural gas-powered and heavy fuel oil-powered boilers, Phase I"**, No 1.1.47 / 2017 aimed at concluding the Framework Agreement with a single bidder for a period of two years.

## C O N T E N T S:

<b>1. General information on the procurement.....</b>	<b>3</b>
<b>2. Technical characteristics and documentation (specifications).....</b>	<b>4</b>
<b>3. Conditions for participation in the public procurement procedure and instructions regarding compliance with the requirements .....</b>	<b>34</b>
<b>4. Criteria for conclusion of Agreement.....</b>	<b>40</b>
<b>5. Instruction for bidders how to make an offer.....</b>	<b>40</b>
<b>6. Bid form.....</b>	<b>54</b>
<b>7. Specification .....</b>	<b>56</b>
<b>8. Price structure form .....</b>	<b>73</b>
<b>9. Statement of technical capacities.....</b>	<b>75/76/77/78</b>
<b>10. Reference list .....</b>	<b>79/80/81</b>
<b>11. Customer's confirmation .....</b>	<b>82/84/86</b>
<b>12. Statement of an independent bid .....</b>	<b>87</b>
<b>13. Bid preparation costs form .....</b>	<b>88</b>
<b>14. Statement of obligation compliance.....</b>	<b>89</b>
<b>15. Bank statement about the intention of issuing bank warranty .....</b>	<b>90</b>
<b>16. Model for Promissory note for seriousness of bid.....</b>	<b>91</b>
<b>17. Model for Promissory note for refund of advance payment .....</b>	<b>93</b>
<b>18. Model for Promissory note for the elimination of defects during the warranty period .....</b>	<b>95</b>
<b>19. Equipment producer's statements.....</b>	<b>97/98/99/100</b>
<b>20. Framework Agreement model.....</b>	<b>101</b>
<b>21. Public Procurement Contract Model .....</b>	<b>112</b>

# 1. GENERAL INFORMATION ON PUBLIC PROCUREMENT

## 1. Information about the Purchaser:

Purchaser: “ENERGETIKA“ d.o.o. Kragujevac  
Address: Kosovska 4A, 34000 Kragujevac, Republic of Serbia  
Web page: [www.energetika-kragujevac.com](http://www.energetika-kragujevac.com)  
Email: [jnabavka@energetika-kragujevac.com](mailto:jnabavka@energetika-kragujevac.com)

## 2. Type of public procurement:

The public procurement is conducted in an **open public procurement procedure, aimed at concluding the Framework Agreement with the single bidder for a period of two years** in accordance with the Law and accompanying regulations for public procurements in Republic of Serbia.

## 3. Subject of public procurement:

The subject of public procurement is "Reconstruction of Boiling Room ZASTAVA with the purpose of replacing a part of the capacity of coal-powered boilers with the natural gas-powered and heavy fuel oil-powered boilers – Phase I". The subject of the public procurement is not divided into lots.

## 4. The objective of the procurement procedure:

The public procurement procedure is carried out in order to conclude a framework agreement on public procurement with a single bidder for a period of two years.

## 5. Is the current public procurement reserved: No.

## 6. Contact (person or department):

Department for Public Procurement Energetika d.o.o. Kragujevac,  
Email: [jnabavka@energetika-kragujevac.com](mailto:jnabavka@energetika-kragujevac.com) , fax: +38134/304-783

Note: Further clarification required after normal working hours of Purchaser will be filed on the next work day, which will be the starting day for answering required additional explanations.

## 2. TECHNICAL CHARACTERISTICS AND DOCUMENTATION (SPECIFICATIONS)

### 1. BOILER

No.	ITEM	Measuring unit	Quantity
1	<b>Boiler</b> with nominal heat capacity of 20000 kW, with maximum working pressure 16 bar. Hot water boiler for production of hot water with working temperature 140/110 °C.	pcs	3
2	<b>Safety valve</b> with screws and packing DN100 PN40, for opening pressure 16 bar	pcs	3
3	<b>Shut-off butterfly damper on delivery duct –</b> electromotor (for $t=30$ °C) DN350 PN25, with screws and packing	pcs	3
4	<b>Shut-off butterfly damper on return duct</b> (for $t=30$ °C) DN350 PN25 – manual, with screws and packing	pcs	3
5	<b>Sludge removal valve – automatic</b> DN50 PN40, membrane, with screws and packing, magnetic valve for emptying. Flat shut-off valve for installation in front of the sludge removal valve DN50 PN25	pcs	3
6	<b>Counter flanges for valves on the delivery and return ducts</b> DN350 PN25	pcs	6
7	<b>Counter flange for sludge removal valve</b> DN50 PN40	pcs	3
8	<b>Spool piece on the delivery duct DN350 PN25, L= 600 mm, for connection of control devices on high pressure hot water boilers</b> , manufactured and tested in accordance with the Guidelines for Pressure Vessels EN12953, chpt. 6: - connection DN20 PN40 for distribution header for armature (pressure regulator, pressure limiter, manometer) - connection DN50 PN40 for electrode of the water level limiter - 5 locations R ½" for thermometer, test valve and additional control devices complete with screws and packing	pcs	3

9	<p><b>Water level limiter</b> (protection from lack of water), the set includes:</p> <ul style="list-style-type: none"> <li>- level electrode NRG 16-50 for vertical installation into the spool piece on the delivery duct</li> <li>- level regulator NRS 1-50 for installation into the electrical cabinet</li> <li>- connecting flange DN50</li> <li>- safety power 24V/14,4W for installation into the electrical cabinet</li> </ul>	set	3
10	<p><b>Pressure limiter 0-25 bar – set</b>, consists of:</p> <ul style="list-style-type: none"> <li>- minimum pressure limiter (SDBF), 2-16 bar</li> <li>- maximum pressure limiter (SDB), 5-25 bar</li> <li>- armature carrier with passable emptying valve</li> <li>- manometer set, measuring range 0-25 bar, <math>\varnothing</math>160 mm, class 1.6</li> <li>- emptying and testing valve</li> </ul>	pcs	3
11	<p><b>Emptying valve with a cap G1/2"</b> (for pressure regulator and pressure limiter)</p>	pcs	6
12	<p><b>Valve for filling and testing G1/2"</b> PN250</p>	pcs	3
13	<p><b>Indicating thermometer</b>, measuring range from 0-200 °C, with a built-in sleeve G ½ x 200 mm in length</p>	pcs	3
14	<p><b>Temperature regulator for modulated burners</b>, that consists of:</p> <ul style="list-style-type: none"> <li>- resistant thermometer for <math>\Delta t=30</math> °C, G 1/2x200 mm, with a sleeve for installation and</li> <li>- temperature converter for installation into the electrical cabinet</li> </ul>	pcs	3
15	<p><b>Safety temperature limiter</b> for installation into the spool piece in the delivery duct.</p> <p>Double capillary safety temperature limiter with a temperature sensor and a safety temperature limiter in one casing (G1/2"x200 mm)</p>	pcs	3
16	<p><b>Equipment for mechanical cleaning of the boiler</b></p>	pcs	1
17	<p><b>Preparation (drilling) of the burner plate for connection of the burner</b></p>	pcs	3
18	<p><b>Boiler gallery</b> with tread, fence and ladder for servicing of the boiler and boiler equipment placed on the upper side of the boiler</p>	pcs	3
19	<p><b>Monitoring of the fire tube temperature</b> – according to the EN guidelines it is necessary for the torch heat load of 18.2 MW with gas, i.e. for more than 14 MW with oil and for the diameter of the torch larger than 1800 mm.</p>	pcs	3

<b>2. BURNER – dual fuel gas/heavy fuel oil</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	Duoblock rotary dual fuel burner for gas / heavy fuel oil	set	3
2	Electro command cabinet of the boiler and the burner	pcs	3

<b>3. HEAVY FUEL OIL DUCT</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	Heavy fuel oil duct for supply of 3 boilers with fuel	set	1

<b>4. ELECTRIC CONTROL CABINET - CASCADE</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	Electric control cabinet for control of the hot water plant and cascade regulation, with profibus protocol for signal transmission to remote PLC	set	1

<b>5. ECONOMIZER PUMPS</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	Single stage, in line, centrifugal pump with frequency regulation, for water circulation through the economizer	pcs	3
2	<b>The equipment for the economizer pumps:</b> <ul style="list-style-type: none"> <li>- Flat shut-off valve DN125 PN16 – 5 pcs</li> <li>- Non-return valve DN125 PN40 – 1 pc</li> <li>- Three-way electric motor mixing valve DN125 PN16, with electric motor actuator, kvs= 250 m<sup>3</sup>/h, Δp=0.2 bar, flange connection – 1 set</li> <li>- Pipe expansion joint DN125 PN16 – 2 pcs</li> <li>- Counter flanges DN125 PN40 – 6 pcs</li> <li>- Counter flanges DN100 PN40 – 2 pcs</li> <li>- Reducer DN125/100 – 2 pcs</li> </ul>	set	3

<b>6. CIRCULATION BOILER PUMP</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	<b>Circulation boiler pump (primary circuit) with frequency regulation</b>	set	4
2	<b>The equipment for the pumps:</b> <ul style="list-style-type: none"> <li>- Butterfly valve DN350 PN16 – 2 pcs</li> <li>- Non-return valve DN350 PN40 – 1 pc</li> <li>- Pipe expansion joint DN350 PN16 – 2 pcs</li> <li>- Counter flanges DN350 PN16 – 2 pcs</li> <li>- Counter flanges DN200 PN16 – 1 pc</li> <li>- Counter flanges DN150 PN16 – 1 pc</li> <li>- Reducer DN350/200 – 1 pc</li> <li>- Reducer DN350/150 – 1 pc</li> </ul>	set	4

<b>7. STACK SYSTEM</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	<b>Inox stack system – Ø 1200 mm, vertical height approx. 44 m</b>	pcs	3
2	<b>Inox stack system – Ø 1200 mm, length of the flue gas canal no. 1 – approx. 12.5 m – developed</b>	set	1
3	<b>Inox stack system - Ø 1200 mm, length of the flue gas canal no. 2 – approx. 10.5 m - developed</b>	set	1
4	<b>Inox stack system – Ø 1200 mm, length of the flue gas canal no. 3 – approx. 3 m - developed</b>	set	1

<b>8. HEAT EXCHANGERS</b>			
<b>No.</b>	<b>ITEM</b>	<b>Measuring unit</b>	<b>Quantity</b>
1	<b>Heat exchangers for indirect thermal energy supply system for consumers</b>	pcs	6

9. WATER COLLECTORS			
No.	ITEM	Measuring unit	Quantity
1	<b>Starting hot water collector</b> Ø 1700x3000 mm, for receiving hot water from the boilers, with necessary connections, measuring instruments, supports, thermally insulated	set	1
2	<b>Return hot water collector</b> Ø 700x3000 mm, for receiving hot water from the plate-drum heat exchangers, with necessary connections, measuring instruments, supports, thermally insulated	set	1
3	<b>Return hot water collector</b> Ø 700x3000 mm, for taking hot water to the boilers, with necessary connections, measuring instruments, supports, thermally insulated	set	1

10. ARMATURES			
No.	ITEM	Measuring unit	Quantity
1	<b>Armatures on the piping line – boilers – starting collector</b> VV.K1.F, VV.K2.F, VV.K3.F	set	1
2	<b>Armatures on the piping line – starting collector – plate-drum heat exchanger</b> VV.I1.F, VV.I2.F, VV.I3.F	set	1
3	<b>Armatures on the piping line – plate-drum heat exchanger – return hot water collector</b> VV.I1, VV.I2, VV.I3	set	1
4	<b>Armatures on the piping line – return hot water collector – returning water to the boilers</b> VV.K1.R, VV.K2.R, VV.K3.R	set	1
5	<b>Water flow meter</b>	pcs	3

## Technical description

### 1. BOILER

Boiler with nominal heat capacity of 20 000 kW, with maximum working pressure 16 bar. **Hot water** boiler for production of hot water with working temperature 140/110 °C. It is manufactured in versions for combustion of natural gas and fuel oil – heavy fuel oil.

High pressure hot water boiler must comply with the 2014/68/EU Guidelines for Pressure Vessels. It is required for combustion of natural gas and fuel oil in accordance with DIN 51603-3 (heavy fuel oil).



There is a CE marking (CE-0035 according to Guidelines for Pressure Vessels) or an adequate 3A certificate on the boiler.

Lying hot water boiler with flame and smoke pipes, three-pass structure, steel, with cylindrical firing.

There is a large water space in the boiler, which enables even circulation and safe heat transfer.

Large volume of water in the boiler enables elastic functioning of the boiler with required inertia, adjustment to variable thermal load, and reduced number of burner starts.

Low specific thermal load of the firing enables boiler durability, good quality of fuel combustion, with a small amount of harmful substances and low emission of nitrous oxides.

The boiler is welded by electric arc welding in the atmosphere of protective gas.

The body of boiler is thermally insulated with mineral wool and sheeting made of painted steel sheets, therefore the heat loss is minimal.

There is no boiler bricking. The baffle chamber for flue gases is water-cooled which makes the maintenance cheaper and the servicing easier to great extent. The two piece boiler door is large enough with the burner installed directly to the boiler mouth, which enables the access to smoke pipes and cleaning without removing the burner, disassembling the oil conduits and gas ramp.

Due to manholes on the boiler there is an adequate access to the boiler exchange surfaces, which enables their visual control in accordance with the European Union regulations EN12953-3.

The boiler is delivered with: cleaning door, glass for flame monitoring, exhaust flue gases tank with cleaning covers, thermal insulation in sheeting made of steel plates, and with boiler documentation required for boiler operation permit issuing as well as commissioning.

### **Technical specification of the boiler:**

- Thermal capacity of the boiler - gas: 20.00 MW
- Maximal permissible overpressure: 16 bar
- Minimal capacity is conditioned by the burner.
- Minimal water temperature at the entrance to the boiler (gas): 55 °C
- Minimal water temperature at the entrance to the boiler (S quality fuel oil): 90 °C

### **Required minimal technical characteristics:**

- Boiler thermal capacity when fired with gas: minimum 20.0 MW
- Maximal permissible overpressure: 16 bar
- Possibility of combustion of gaseous fuel (natural gas) and liquid fuel (S quality fuel oil according to DIN 51603-3 - heavy fuel oil)
- Maximal permissible temperature difference between the delivery and return water in the boiler: 50 °C
- Minimal water temperature at the boiler entrance: 55 °C when fired with gas and 90 °C when fired with S quality fuel oil

- Without conditions for minimum water volume flow rate through the boiler
- Structure: the boiler is lying, "block" structure, with flame and smoke pipes, steel, with cylindrical firing, minimum three-pass structure with the centrally positioned fire tube
- Specific water volume in the boiler minimum: 1.8 lit/kW
- Rear baffle chamber cooled with water in order to achieve relieve from stress
- Structure: the access to smoke pipes is possible without disassembling the burner or the gas ramp and/or oil conduits of the boiler.
- Insulation: mineral wool minimal thickness 100 mm with sheeting made of painted steel galvanized sheets
- There are manholes on the boiler providing the access to boiler exchange surfaces in order to enable visual control, inspection and maintenance: a manhole for cleaning of the combustion head, a manhole for cleaning of the flue gases tank, manholes for flame monitoring; the access to the torch from the backside.
- Two piece boiler door
- Possibility of a connection to a remote system for monitoring and managing by the Internet network

#### **Dimensions of the boiler and economizer:**

- Total length:  $\leq 11500$  mm
- Total width:  $\leq 3900$  mm
- Total height:  $\leq 7000$  mm

#### **The boiler as well as the manufacturer must meet the following requirements:**

- The boiler is manufactured according to the 2014/68/EU guidelines.
- It is necessary to deliver with the boiler a certificate of compliance for pressure vessels - 3A certificate and/or 2014/68/EU marking according to the Guidelines for Pressure Vessels.

**ECONOMIZER** for use of heat from flue gases, with partial flow, without condensation of flue gases, with by-pass line and electromotor smoke shutting clap

**Design:** integrated with the boiler, installed on the smoke chamber on the rear side of the boiler, with connections for air exhaust and emptying, input and output of water, safety valve.

The economizer is equipped with thermometers on the smoke and water sides.

The economizer is meant for boiler operation when it is fired with gas. During boiler operation with fuel oil the flue gases are diverted around the exchange beam, with by-pass line, directly from the boiler into the stack.

The exchange surfaces must be made of finned steel tubes. The pipe material quality is P235GH-TC1. The economizer is to be equipped with manholes and thermally insulated. Calculation, construction and manufacturing must be in accordance with the regulations for pressure vessels.

#### **The economizer is delivered with the following equipment:**

- Flat shut off valve for air exhaust and emptying: DN20, PN25

- Flat shut off valve at the water input and output of the economizer: DN150, PN25
- Safety valve: DN20 PN40
- Thermometer 0-200 °C (on the water side) and 0-300 °C (on the smoke side)
- Manometer 0-25 bar with attached armature
- Protective sleeve of the water temperature safety limiter at the economizer outlet
- Water thermostat protective sleeve
- System for protection from too high water temperature at the economizer outlet
- Economizer pump with attached armature (special offer in the Table 5)

**Minimum required technical characteristics of the economizer:**

- Structure: integrated with the boiler
- Water flow through the economizer: minimum 90 m<sup>3</sup>/h
- Flue gases flow (gas fired): minimum 33 t/h
- Maximal pressure: 16 bar
- Economizer capacity: minimum 700 kW
- Material: steel P235GH-TC1 or with better characteristics
- Minimal permissible water temperature at the economizer entrance: minimum 65 °C
- Flue gases temperature at the economizer outlet: minimum 110 °C
- Required equipment with the economizer: flat shut-off valves at the input and output of water, safety valve ( $p_{otv} = 16$  bar), air exhaust valve, emptying valve, 2 thermometers on the water side and 1 thermometer on the flue gases side, Pt100 probe on the flue gases side at the economizer output, economizer pump with the required flow and pump head with attached armatures (special offer in the Table 5)
- Manholes for cleaning of the economizer
- It is necessary to have a by-pass line with electromotor smoke shutting clap. By-pass is activated in the following cases: when heavy fuel oil is selected as fuel, low temperature of flue gases at the economizer outlet (in order to avoid condensation), high temperature of water at the economizer outlet.

Efficiency of the boiler with economizer (gas as fuel):

1. at 100% load – minimum 93 %
2. at 75% load – minimum 94 %
3. at 50% load – minimum 95 %

Remarks:

- The aforementioned efficiency values are to be proved with acceptance test by an independent accredited organization at operating conditions of 140/110 °C.
- The aforementioned economizer values must be guaranteed for the adopted flows.
- It is necessary to provide an economizer pump with required flow and pump head for circulation of water through the economizer. (for special offer in the Table 5)

The economizer as well as the manufacturer must meet the following requirements:

- The economizer is manufactured according to the 2014/68/EU guidelines.
- It is necessary to deliver with the economizer a certificate of compliance for pressure vessels - 3A certificate and/or 2014/68/EU marking according to the Guidelines for Pressure Vessels.

REMARK: The boiler with the economizer and burner using the gas fuel must fulfill all requirements in accordance with the Regulation on emission limit values of pollutants into the air from combustion plants, The Official Gazette of RS no. 06/2016 as of 28 January 2016.

## **2. BURNER – dual fuel gas/heavy fuel oil**

Duoblock rotary dual fuel burner for gas/heavy fuel oil. Rotary burner with spraying for combustion with low emissions of harmful gases and for combustion of highly viscous oils (heavy fuel oil), with electronic combustion control and work on the principle of vortex mixing at the burner mouth.

- Gas burner for low emissions at gas combustion with a high-level regulation
- Burner unit completely pre-assembled

Burner with the absolutely compact design, pre-assembled in the factory, ready for connection.

### **Scope of delivery:**

#### Rotary burner:

- System for fuel supply (heated)
- Primary air ventilator with the drive
- Regulating air clap
- Differential pressure pressostat

#### Equipment on the air side:

- Burner gas ring
- Regulating gas clap
- Rotating blocking switch

#### Central air box:

- Regulating air clap
- Pressostat
- Manometer

Servo motor for the regulating air clap

Servo motor for the regulating primary air clap

Servo motor for heavy fuel oil

Servo motor for the regulating gas clap

Additional heating of heavy fuel oil:

- 230V, 50/60Hz

Armature set for oil (heavy fuel oil):

- Regulating part for oil
- Scale trap, globe drain valve
- 2 safety valves, heated
- Supply unit with manometer, shut-off valve, thermometer
- Heavy fuel oil flow meter with transmitter
- By-pass around the flow meter
- Thermostat - alarm
- Line heater with the temperature regulator
- Oil pressure regulator

Equipment on the air side:

- Fresh air ventilator for the burner  $V=25000 \text{ m}^3/\text{h}$ , with the following characteristics: steel casing St-37, with vibration dampers, statically and electro-dynamically balanced impeller, suction port with protective screen or alternatively with suction flange, three-phase AC motor, IP 55, drive motor, disc noise reduction SSD, multistage speed regulation, motor protection by cold conductor, speed transmitter installed on the drive motor

Burner ignition system

Flame supervision consists of:

- flame scanner

High pressure gas ramp, input pressure 1-4 bar

Safety shut-off armature:

- double electromagnetic valve DN150, according to DIN EN 161, class A
- electric drive 230 VAC
- maximum pressure pressostat
- minimum pressure pressostat
- mushroom-shaped button for manual quick closing

Gas ramp

Gas ramp includes:

- Valves and fittings with CE marking

- High pressure side minimum PN4 (nominal pressure)
- Low pressure side PN 0.5 (nominal pressure)
- Shut-off armature
- Gas filter with a replaceable insert
- Pressure regulator for high gas pressure with safety equipment
- Two manometers for installation on the high pressure and low pressure sides
- Safety exhaust valve
- Globe valve for air exhaust
- Compensator

Gas flow meter, module with meter and digital display of instantaneous and total value

Frequency regulator:

- Voltage: 3x380-480 V, 50/60 Hz
- With filter for radio interferences
- Protection: IP54
- Inductive sensor for speed recording
- Differential pressure converter

Required and obligatory minimal technical characteristics:

The burner should be a dual block that consists of:

- Dual fuel burner for combustion of natural gas – as the main fuel and reserve liquid fuel. The reserve fuel is medium heavy fuel oil.
- Complete gas ramp with gas flow meter
- Fresh air ventilator with electric motor for frequency regulation of number of revolutions. The selected ventilator must fulfill the request to achieve full capacity of the burner.
- Frequency regulator for regulation of the ventilator speed; separated frequency regulator for regulation of number of motor revolutions in the fresh air ventilator.
- Fresh air ventilator is located separately from the boiler. (Remark: The duct for connection of the fresh air ventilator and the burner is not included in the offer.)
- Control system for the burner operation
- Regulating circle for the adjustment of the oxygen content value in flue gas while working with natural gas - O<sub>2</sub> regulation.
- The capacity of the offered burner should fulfill the complete boiler capacity.
- The burner should be moduled with the electronic guidance and the control ratio while using natural gas and heavy fuel oil, which enables the use of the boiler in the transitional period when the requirements for production of thermal energy are lower; minimum acceptable control ratio for gas and heavy fuel oil is 1:8.

- O<sub>2</sub> regulation, set, consists of O<sub>2</sub> probe for installation directly into the flue gas canal, with O<sub>2</sub> sensor positioned on the probe head made of stainless steel.

Measured values are read directly on the screen of the boiler and burner electrical cabinet. There is a signal for measuring of O<sub>2</sub> content in flue gas, at the boiler outlet.

Specified values should be memorized in the device in form of a specific curve. The regulator should carry out corrections until a real value has reached the specified value.

- Frequency regulator of the fresh air ventilator should fulfill at least the following technical conditions:

- Level of mechanical protection minimum IP 54
- Control screen with alphanumeric display for local display and adjustment
- Integrated PID regulator
- Communication interface RS 485 with communication (Slave) protocol
- Integrated motor protection
- Additional functions: energy optimization, auto diagnostics, automatic control along the specified ramp

(The frequency regulator is selected by the Bidder according to the electric motor power of the fresh air ventilator that will be delivered.)

- Electric servo motors: with independent servo motors for each executive part. The burner should have “fail - safe” servo motors for:

- gas clap
- primary air clap
- secondary air clap
- liquid fuel flow control valve

Fail-safe servo motors should be in accordance with the EN 12067.

Attached equipment and subsystems per boiler or burner:

- Heavy fuel oil flow meter with output signal 4-20 mA (pc 1)
- Pressure transmitter for combustion air pressure regulation, output signal 4 to 20 mA (pc 1)
- Pressostat on secondary combustion air (pc 1)
- Pressostat on primary combustion air (pc 1)
- Pressostat for heavy fuel oil (pc 1)
- Thermostat for heavy fuel oil (pc 1)
- Leaning thermostat for additional heating (pc 1)
- Heating cable for additional heating 12 m in length (pcs 4)
- Probe Pt 100 for boiler control according to output water temperature, with output signal 4-20 mA (pc 1)

Delivered equipment should comply with the following standards and regulations:

- EU 2009/142/EG
- EN 676
- EN 298
- 2014/68/EU
- IEC 61508 SIL 3
- EN 3849-1
- EN 50156-1
- EN 12067-2:2004-06
- EN 1643:2014-09
- The burner manufacturer is ISO 9001 certified.

REMARK: The boiler with the burner must using the gas fuel fulfill all requirements in accordance with the Regulation on emission limit values of pollutants into the air from combustion plants, The Official Gazette of RS no. 06/2016 as of 28 January 2016.

Self-supporting **electro command cabinet** for monitoring, supervision and control of the boiler, the economizer, the economizer pump and the burner with all required parts for proper and safe work.

Control will be carried out over an operating panel which will be installed as a centralized system – control from one location (next to the boiler).

The equipment for measuring and correction of the O<sub>2</sub> content in flue gas (when working with natural gas as fuel) will be built within the cabinet, or optially as separate cabinet.

Electro command cabinet for hot water plant, with installed programmable logic controller (PLC), analog and digital modules, PLC power supply. The cabinet will be delivered as wired and factory tested.

Equipment on the automatics side of the burner includes the following:

- Adapted for operation without supervision for 72 hours according to TRD 604/72h
- Minimum 10" touchscreen display for work and visualization
- Burner power regulator
- Combustion regulation for 2 fuels
- Errors and status messages display
- Direct supply 24 VDC / 5A

Microprocessor control device with its executive parts should fulfill the following requirements:

- possibility of change of the operation logic of the device according to user's request
- change of servo motor without curve reprogramming
- color display with 10" touch-screen for data entry
- trend display for each integrated regulator
- status values display for the burner and the boiler
- initial error display for the burner and the boiler



- minimum the following integrated regulators within the scope of the microprocessor control device: load regulator (maintaining the specified temperature of outgoing water), combustion air pressure regulation, O<sub>2</sub> regulator (correction according to O<sub>2</sub>)
- minimum 300 saved messages about disturbance with time reference
- Interface – RS 485, Protocol – Profibus DP (Slave) or equivalent (It is necessary to indicate which one is selected.)
- Access to the device via passwords.

The functional subsystems that should be included by the microprocessor control device are the following:

- Automatic system for the ignition control
- Automatic system for the burner control should be suitable for a total automatic start and monitoring of the dual fuel burners fired by liquid fuel / gas. Automatic control system should be installed in the cabinet.
- Automatic control system should be able to control the burner motor, the fresh air ventilator motor, the separate servo motors for air and fuel, the ignition transformer, the ignition fuel valves and the main fuel valves.

Tasks:

- Start of the burner
- Ventilation of the boiler (Time of the ventilation is optional.)
- Ignition of the burner
- Monitoring of all safety limits during ignition and work of the burner, for example low air pressure, low water flow through the boiler
- Turning off and blocking of the burner
- Memorizing disturbances during turning off
- Measuring of the gas and heavy fuel oil flow into the control system.

Characteristics:

- Dual operation with liquid and gaseous fuel
- Ignition with the preliminary ignition burner (natural gas and/or butane bottle) (if necessary)
- Acceptance into the safety chain of signals for work with heavy fuel oil, work with gas and the boiler
- Valve leaking testing during operation with gas (tightness control)
- Air pressure testing at the beginning of operation (integrated monitoring of combustion air pressure measuring)
- Event time tracking program.

Electronic regulator of operation position (integrated load regulator, with possibility of correction regarding O<sub>2</sub>).

Minimum two sets of curves (for example for heavy fuel oil and gas) must be available.

Load regulator:

The main task of the load regulator is to maintain the output water temperature at the specified value in all conditions of burner load. It is necessary to include the electronic load regulation (independent servo motors for each executive part). Load regulator should have an option for switching to manual mode at any moment.

### **3. HEAVY FUEL OIL DUCT**

#### **Heavy fuel oil duct, a fuel supply set for 3 boilers**

As for capacity and other technical characteristics, the selected set fulfills requirements for heavy fuel oil supply of the burner for simultaneous work of 3 boilers at nominal capacity.

Required and obligatory minimal technical characteristics:

Double pump aggregate that consists of:

- two helical pumps
- two drive motors
- two scale traps, two non-return valves, safety valve, two manometers
- heavy fuel oil pressure regulator for installation in the heavy fuel oil circulating duct
- line heater, heated with hot water 130-140 °C and a 24 kW electric heater (for starting), with a control valve for the required heavy fuel oil temperature.

### **4. ELECTRIC CONTROL CABINET - CASCADE**

The control cabinet carries out the cascade regulation of the boiler units operation. The leading value of the cascade regulation is the starting temperature at the boiler outlet. The task of the system is monitoring of the starting water temperature and boiler loads, optional with and without electric motor valves, i.e. non-return claps at the boiler outlet.

#### **Provided signals:**

Pressure at the water outlet from the boiler: 4-20 mA

Percentage of the boiler load: 4-20 mA

Boiler ready for operation: 24VDC/220VDC

Pressures, temperatures and levels from the hot water plant 4-20 mA

#### **Signals from the system to the cabinet:**

Permission for operation of the boiler: 24VDC/220VDC

Change of the operating boiler temperature – specified values: 4-20 mA, or by communication

### Scope of delivery:

- Casing of the control cabinet 1200x600 mm, type S2.1
- Control of the cascade drive PLC Standard Touch panel TP177B, 256 colors
- Power connection for direct current 25 A
- Power connection for alternating current 25 A
- Socket 230V/16A
- Power supply 35A/11kW
- Card with analog outputs
- Card with digital inputs
- Card with digital outputs

There are measured values, status of executive parts, and percentage of boiler load presented on the terminal. Operation control and setting parameters for control are carried out from the terminal.

There is a possibility for the further extension of the system in order to provide total supervision and control over boiler operation and connection with PC.

The item includes:

1. Delivery of the wired and tested control cabinet
2. Application software for PLC and TOUCH terminal
3. Commissioning of the system
4. Delivery of technical documentation

## **5. ECONOMIZER PUMPS**

Required and obligatory minimal technical characteristics of the pump:

- Structure: single stage, in line, centrifugal
- Material – casing: cast iron
- Material – impeller: cast iron
- Working pressure: minimum PN16
- Power supply: 3x380 V
- Frequency: 50 Hz
- Ambient temperature: upper, minimum up to 50 °C
- IE efficiency class: IE5 or higher
- Frequency regulator: integrated with the pump motor, delivered with the differential pressure sensor
- Serviceability: The upper part of the pump can be removed, i.e. the pump head (motor, motor bottom and rotor) can be removed for maintenance or servicing while the pump casing remains in the pipeline.
- Protection class: IP55 or higher

- Regulation and control: The motor is equipped with at least 2 relay outputs for signalization of work&obstacle; at least 2 digital inputs for direct setting to maximum and minimum mode (service mode); at least 2 analog inputs for sensors of differential pressure and temperature; possibility for simultaneous monitoring of at least 2 parameters or 2 limiting values of the same parameter for optimization of the entire system in order to reach maximum efficiency of the economizer.
- Working points:

$$Q = 90 \text{ m}^3/\text{h}$$

$$H = 10 \text{ m}$$

$$\text{Eta} = 82.2 \%$$

The pump as well as the manufacturer must meet the following requirements:

- Machinery Directive (2006/42/EC). Standard used: EN 809:1998 + A1:2009
- Radio Equipment Directive (2014/53/EU)
- Ecodesign Directive (2009/125/EC)
- The pump manufacturer is ISO 9001 and ISO 14001 certified.

The equipment for the economizer pumps includes the following:

- Flat shut-off valve DN125 PN16 – 5 pcs
- Non-return valve DN125 PN40 – 1 pc
- Three-way electric motor mixing valve DN125 PN16, with electric motor actuator, kvs= 250m<sup>3</sup>/h, Δp=0.2 bar, flange connection – 1 set
- Pipe expansion joint DN125 PN16 – 2 pcs
- Counter flanges DN125 PN40 – 6 pcs
- Counter flanges DN100 PN40 – 2 pcs
- Reducer DN125/100 – 2 pcs

The equipment and the manufacturer must fulfill the following requirements (except for counter flanges):

- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN 10204-2.2.
- The equipment manufacturer is ISO 9001 certified.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

## **6. CIRCULATION BOILER PUMP**

Required and obligatory minimal technical characteristics of the pump:

- Structure: single-stage, end-suction, centrifugal

- Material – casing: cast iron
- Material – impeller: cast iron
- Working pressure: minimum PN16
- Power supply: 3 x 380
- Frequency: 50 Hz
- Ambient temperature: upper, minimum up to 50 °C
- IE efficiency class: IE3 or higher
- Pump speed: max 1500 rpm
- Frequency regulator: external frequency regulator
- Serviceability: The pump and the motor are installed on the same framework.
- Protection class: IP55 or higher
- Regulation and control: The pump is connected to the external frequency regulator with predefined pump software.
- Working points of the pump:

Q =	200	300	400	600	650	m <sup>3</sup> /h
H=	64	63	60	50	47	m
Eta≥	63.5	76	83.2	83	80.3	%

The pump as well as the manufacturer must meet the following requirements:

- Machinery Directive (2006/42/EC). Standard used: EN 809:1998 + A1:2009
- Radio Equipment Directive (2014/53/EU)
- Ecodesign Directive (2009/125/EC)
- The pump manufacturer is ISO 9001 and ISO 14001 certified.

## FREQUENCY REGULATOR

It is intended for pump speed control in the primary circuit (boiler). There is a PI controller installed in it, which is predefined for pump control.

Required and obligatory minimal technical characteristics:

- RS-485
- Analog 0-10 V input for external setting
- Analog 0/4-20 mA input for sensor
- 4 digital inputs for various functions, such as external starting / stopping
- Two signal relays (C/NO/NC)
- Ambient temperature: upper, minimum up to 40 °C
- Relative humidity: 5-95%
- Regulation and control: predefined functions for pump control – open system, proportional differential pressure, constant differential pressure, constant pressure, constant level, constant flow, defining operating and stand-by pump, dry work protection function, low flow-stop function, monitoring of the engine bearing lubrication.

The frequency regulator as well as the manufacturer must meet the following requirements:

- The frequency regulator is manufactured in accordance with the Council Directives on the approximation of the laws of the EC/EU member states:
- The low voltage directive (2014/35/EU). Standard: EN 61800-5-1:2007
- EMC directive (2014/30/EU). Standard: EN 61800-3:2004/A1:2012
- The frequency regulator manufacturer is ISO 9001 and ISO 14001 certified.

The equipment for the pumps:

- Butterfly valve DN350 PN16 – 2 pcs
- Non-return valve DN350 PN40 – 1 pc
- Pipe expansion joint DN350 PN16 – 2 pcs
- Counter flanges DN350 PN16 – 2 pcs
- Counter flanges DN200 PN16 – 1 pc
- Counter flanges DN150 PN16 – 1 pc
- Reducer DN350/200 – 1 pc
- Reducer DN350/150 – 1 pc

The equipment as well as the manufacturer must fulfill the following requirements (except for counter flanges):

- The equipment manufacturer is ISO 9001 certified.
- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN10204-2.2.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

## **7. STACK SYSTEM**

Type of the unit connected to the stack system: boilers

Fuel: gas, oil

Operating temperatures:  $\leq 600$  °C

Installation: outside and inside

Required and obligatory minimal technical characteristics:

- Inox stack system
- Temperature range  $\leq 600$  °C
- Operating conditions under pressure: negative pressure ( $N1 \leq 40$  Pa); positive ( $P1 \leq 200$  Pa)
- Fuel: gaseous and liquid

- Construction: two coats
- Material: made of double stainless steel; inside pipe made of W.Nr. 1.4404 (316L) or better, outside pipe made of W.Nr. 1.4301 (304) or better
- Insulation: minimum thickness 50 mm, made of ceramic wool with minimum density 96 kg/m<sup>3</sup> or stone wool with minimum density 100 kg/m<sup>3</sup>. Total thermal resistance of the stack system is minimum 0.59 m<sup>2</sup>K/W measured at 200 °C according to EN 1859.
- Characteristics: Minimum thickness of the inside pipe is 1 mm.
- Properties: Parts of the stack system must be resistant to corrosion and made by laser welding in protective atmosphere or using other welding procedure by which it is proven that the structure of material stays unchanged. The stack system must be resistant to condensate and acids from flue gases.
- The expansion due to thermal load is secured by expansion joints on the stack system parts.
- Completeness: the stack system is equipped with all required parts, steam trap, connections for inspection and boiler of 45°, connection for anti explosive/implosive clap, telescopic pipes, main pipes, expansion part, anchoring joints, segment joints, cantilevered bearer, wall holders HD horizontally and vertically, and a chimney end.
- The system must be in accordance with the characteristics of the SRPS EN 1856-1 standard.

The following documentation must be attached to the stack system:

- Certificate of conformity of the factory production control - TUV or adequate,
- Certificate EN 1856-1
- Declaration on properties according to SRPS EN 1856-1:2011,
- Approval / report on testing by an accredited laboratory about compliance with standards.

Minimum requirements that the stack system manufacturer must fulfill/guarantee:

- Certificate of management system quality ISO 9001

Inox stack system – Stack system - Ø 1200 mm, vertical height approx. 44 m

Specification of material:

- Telescopic stand
- Bottom with a drain
- Connection for cleaning
- Connection for a boiler
- Dilators
- Consoles
- Main pipes
- Cone
- Wall holders – vertical
- Silicone seals
- Light signalization according to valid regulations

Inox stack system – Stack system - Ø1200 mm, length of the flue gas canal no. 1 – approx. 12.5m - DEVELOPED

Specification of material:

- Reduction single-wall to double-wall
- Main pipes - various lengths
- Explosive/implosive valve
- Elbows 45° C
- Connection for cleaning
- Wall holders – horizontal
- Silicone seals
- Sealing mass for pipe connections

Inox stack system - Stack system - Ø 1200 mm, length of the flue gas canal no. 2 – approx. 10.5m - DEVELOPED

Specification of material:

- Reduction single-wall to double-wall
- Main pipes - various lengths
- Explosive/implosive valve
- Elbows 45° C
- Connection for cleaning
- Wall holders – horizontal
- Silicone seals
- Sealing mass for pipe connections

Inox stack system – Stack system - Ø 1200 mm, length of the flue gas canal no. 3 – approx. 3m – DEVELOPED

Specification of material:

- Reduction single-wall to double-wall
- Main pipes - various lengths
- Explosive/implosive valve
- Elbows 45° C
- Connection for cleaning
- Wall holders – horizontal
- Silicone seals
- Sealing mass for pipe connections



## **8. HEAT EXCHANGERS**

Heat exchangers for indirect thermal energy supply system for consumers.

In order to protect the primary (boiler) circuit from the negative impact of the secondary circuit (network) it is necessary to install plate-drum heat exchangers, which will ensure reliability and operational safety of the equipment.

Required and obligatory minimal technical characteristics:

- Construction: plate-drum (plate & shell)
- Structure: openable with the possibility of opening and cleaning
- Nominal capacity of one boiler set: 2x10 MW
- Nominal capacity of one exchanger: 10 MW, with the following parameters:
  - a) primary volume flow: 310.14 m<sup>3</sup>/h
  - b) primary input/output temperature: 140/110 °C
  - c) secondary volume flow: 148.55 m<sup>3</sup>/h
  - d) secondary input/output temperature: 130/70 °C
- Heat flux (kW/m<sup>2</sup>): maximum 80 kW /m<sup>2</sup>
- Inside plates material: stainless steel, AISI 304 or better
- Casing (shell) material: structural steel
- Nominal pressure: minimum PN16
- Flow deflector material: EPDM
- Reserve exchanger surface: minimum 5%
- Operating temperature maximum/minimum: 150 °C / -10 °C
- Primary operating fluid: boiler water
- Secondary operating fluid: water
- Primary pressure drop: maximum 50 kPa
- Secondary pressure drop: maximum 50 kPa

The exchanger as well as the manufacturer must fulfill the following requirements:

- There must be a CE marking on the exchanger in accordance with the Guidelines for Pressure Vessels.
- The exchanger manufacturer is ISO 9001 and ISO 14001 certified.

## **9. WATER COLLECTORS**

Starting hot water collector Ø 1700x3000 mm, for receiving hot water from the boilers, with necessary connections, measuring instruments, supports, thermally insulated.

The following connections are required on the collector:

- DN350 PN16 – for bringing water from the boilers – 3 pcs
- DN350 PN16 – for taking water to IT – 3 pcs
- DN50 PN16 – for emptying
- DN100 PN16 – reserve connection
- DN25 PN16 – for manometer – 1 pc
- DN15 PN16 – for thermometer – 1 pc

The following measuring instruments are required:

- Manometer with test valve - Ø 160 mm, class 1.6, measuring range 0-25 bar
- Bimetal thermometer, measuring range 0-200 °C, for permissible pressures up to 25 bar

Return hot water collector Ø 700x3000 mm, for receiving hot water from the plate-drum heat exchangers, with necessary connections, measuring instruments, supports, thermally insulated.

The following connections are required on the collector:

- DN350 PN16 – for bringing water from the heat exchanger – 3 pcs
- DN350 PN16 – for taking water to the circulation (boiler) pumps – 4 pcs
- DN50 PN16 – for emptying
- DN100 PN16 – reserve connection
- DN150 PN16 – for connection with the pressure maintenance system
- DN25 PN16 – for manometer – 1 pc
- DN15 PN16 – for thermometer – 1 pc

The following measuring instruments are required:

- Manometer with test valve - Ø 160 mm, class 1.6, measuring range 0-25 bar
- Bimetal thermometer, measuring range 0-200 °C, for permissible pressures up to 25bar

Return hot water collector Ø 700x3000 mm, for taking water to the boilers, with necessary connections, measuring instruments, supports, thermally insulated.

The following connections are required on the collector:

- DN350 PN16 – for bringing water from the circulation (boiler) pumps – 4 pcs
- DN350 PN16 – for taking water to the boilers – 3 pcs
- DN50 PN16 – for emptying
- DN25 PN16 – for manometer – 1 pc
- DN15 PN16 – for thermometer – 1 pc

The following measuring instruments are required:

- Manometer with test valve - Ø 160 mm, class 1.6, measuring range 0-25 bar
- Bimetal thermometer, measuring range 0-200 °C, for permissible pressures up to 25bar

## **10. ARMATURES**

Armatures on the piping line – boilers – starting collector - VV.K1.F, VV.K2.F, VV.K3.F

for operating temperature 140 °C:

- Butterfly shut-off valve DN350 PN16 – 3 pcs
- Shut-off valve DN350 PN16 – 3 pcs
- Counter flange DN350 PN16 – 3 pcs
- Air exhaust tank - 3 pcs
- Air exhaust valve DN20 PN25 – 6 pcs

The equipment as well as the manufacturer must fulfill the following requirements (except for thermometer, manometer, counter flanges, air exhaust tank):

- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN10204-2.2.
- The equipment manufacturer is ISO 9001 certified.

Specific additional requirement for control valves:

- Leakage class should be class IV or better according to EN 60534-4.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

Armatures on the piping line – starting collector – plate-drum heat exchanger VV.I1.F, VV.I2.F, VV.I3.F

for operating temperature 140 °C:

- Butterfly shut-off valve DN350 PN16 – 9 pcs
- Shut-off valve DN350 PN16 – 3 pcs
- Scale trap DN350 PN16 – 3 pcs
- Manometer - Ø160 mm, class 1.6, measuring range 0-25 bar – 3 pcs
- Thermometer – measuring range 0-200 °C, for permissible pressures up to 25 bar – 3 pcs
- Counter flange DN350 PN16 – 15 pcs
- Flat shut-off valve – emptying of the collector 1 - DN50 PN16 – 3 pcs
- Flat shut-off valve DN25 PN16 – emptying of the pipeline – 3 pcs

The equipment as well as the manufacturer must fulfill the following requirements (except for thermometer, manometer, counter flanges, air exhaust tank):

- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN10204-2.2.
- The equipment manufacturer is ISO 9001 certified.

Specific additional requirement for control valves:

- Leakage class should be class IV or better according to EN 60534-4.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

Armatures on the piping line – plate-drum heat exchanger – return hot water collector VV.I1, VV.I2, VV.I3

for operating temperature 110 °C:

- Butterfly shut-off valve DN350 PN16 – 9 pcs
- Three-way electric motor mixing valve DN300 PN16, manufactured by: ARI Armaturen or adequate, type: STEVI Smart or adequate, with electric motor actuator, kvs= 1500 m<sup>3</sup>/h, Δp=0.4 bar, flange connection – 3 pcs
- Shut-off valve DN350 PN16 – 3 pcs
- Reducer DN350/300 – 9 pcs
- Manometer - Ø 160 mm, class 1.6, measuring range 0-25 bar – 3 pcs
- Thermometer – measuring range 0-200 °C, for permissible pressures up to 25 bar – 3 pcs
- Counter flange DN 350 PN16 – 15 pcs
- Flat shut-off valve – emptying of the collector 1 - DN50 PN16 – 3 pcs
- Flat shut-off valve DN25 PN16 – emptying of the pipeline – 3 pcs

The equipment as well as the manufacturer must fulfill the following requirements (except for thermometers, manometers, counter flanges, air exhaust tank):

- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN10204-2.2.
- The equipment manufacturer is ISO 9001 certified.

Specific additional requirement for control valves:

- Leakage class should be class IV or better according to EN 60534-4.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

Armatures on the piping line – return hot water collector – returning water to the boilers  
VV.K1.R, VV.K2.R, VV.K3.R

for operating temperature 110 °C:

- Butterfly shut-off valve DN350 PN16 – 3 pcs
- Reducer DN350/200 – 6 pcs
- Manometer - Ø 160 mm, class 1.6, measuring range 0-25 bar – 3 pcs
- Thermometer – measuring range 0-200 °C, for permissible pressures up to 25 bar – 3 pcs
- Counter flange DN350 PN16 – 3 pcs
- Counter flange DN200 PN16 – 6 pcs
- Flat shut-off valve – emptying of the collector 1 - DN50 PN16 – 3 pcs
- Air exhaust tank – 3 pcs

The equipment as well as the manufacturer must fulfill the following requirements (except for thermometers, manometers, counter flanges, air exhaust tank):

- The equipment is manufactured in accordance with the 2014/68/EU guidelines.
- The equipment is tested according to EN10204-2.2.
- The equipment manufacturer is ISO 9001 certified.

Specific additional requirement for control valves:

- Leakage class should be class IV or better according to EN 60534-4.

Specific additional requirement for butterfly valves:

- Leakage class should be class A or better according to EN12266-1.

## WATER FLOW METER

Vortex water flow meter, flange

Installation conditions:

- Minimum value of input direction: 5 DN (for flat section)
- Minimum value of output direction: 5 DN (for flat section)

Required and obligatory minimal technical characteristics:

- Type: ultrasonic
- Connections: flange
- Mechanical protection: IP67
- Measuring range lower limit:  $\geq 60 \text{ m}^3/\text{h}$
- Measuring range upper limit:  $\geq 750 \text{ m}^3/\text{h}$  water
- Operating pressure: minimum 13 bar
- Maximum pressure: 16 bar
- Accuracy of measurement: minimum 0.3%
- Minimum three measuring paths, parallel (3-paths)
- Structure: compact for installation with flanges (in-line)
- Outlets: current 4...20 mA + HART + pulse/frequent + status + control
- HART signal should be equipped with diagnostic functions according to NAMUR NE107
- The measured values are read on the touch screen of the electric cabinet, with the possibility of later connection to the computer system.

The meter as well as the manufacturer must fulfill the following requirements:

- ISO 9001 and ISO 14001 certificates.

### **Documentation which the Bidder shall submit with the bid**

Bidder, in addition to all the mandatory forms, statements and confirmation of the bidding documents within this procurement and promissory note is obligated **WITHOUT FAIL** to submit attestation for mandatory and additional conditions (technical and business-financial), as well as following statements, reports, copies of certificates and technical documentation for:

#### **Boiler**

- Certificate ISO 9001 and ISO 14001 for the boiler producer,
- Technical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- CE certificate or 3A certificate for given type of the boiler,
- Certificate 2014/68/EU,
- Statement of the producer or statement of the bidder on its memorandum, signed by the authorized person and sealed by the producer or bidder's stamp by which it is confirmed the requested value of the minimal allowed water temperature at the boiler entrance.

#### **Economizer**

- Certificate ISO 9001 for the producer,
- Technical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- CE certificate or 3A certificate,
- Certificate 2014/68/EU.

### **Burner – dual fuel gas/heavy fuel oil**

- Certificate ISO 9001 for the burner producer,
- Certificate EN 3849-1 and EN 61508,
- Certificate 2014/68/EU,
- Declaration of conformity with EN 50156-1,
- Declaration of conformity with EN 1643, EN 12067,
- Certificate EU 2009/142/EG,
- Certificate IEC 61508 SIL 3,
- Certificate EN 298 and EN 676,
- Technical documentation for the given equipment with the pointed parts of documentation by which it is confirmed fulfillment of the requested conditions (technical description of burner with working diagram and regulatory relationship in the operation of oil and natural gas, a description of the NOx emission reduction system).

### **Electric control cabinet – cascade**

- Technical documentation – technical list with the data containing producer, type, basic technical characteristics and other.

### **Economizer pumps**

- Certificate ISO 9001 and ISO 14001 for the producer of economizer pump,
- Technical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- CE certificate – use of the Directives proven by the declaration of conformity,
- Technical documentation of the producer on Serbian/Croatian/German or English language.

### **The equipment with the economizer pumps**

- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language,
- Certificate ISO 9001 for the producer of equipment,
- Declaration of conformity for 2014/68/EU,
- Test report according to the EN 10204-2.2, EN 12266-1.

### **Circulatory boiler pump**

- Certificate ISO 9001 and ISO 14001 for the producer of circulatory boiler pump,
- Technical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- CE certificate – use of the Directives proven by the declaration of conformity.

### **The equipment for circulatory boiler pump**

- Certificate ISO 9001 for the producer of equipment,
- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- Declaration of conformity for 2014/68/EU,
- Test report according to the EN 10204-2.2, EN 12266-1.

### **Frequency regulator**

- Technical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- Certificate ISO 9001 and ISO 14001 for the producer of frequency regulator,
- CE certificate – use of the Directives proven by the declaration of conformity.

### **Stack system**

- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language,
- Statement of the producer or statement of the bidder on its memorandum, signed by the authorized person and sealed by the producer or bidder`s stamp by which it is confirmed the given technical description for the stack system and the declaration about the given characteristics (must be resistant to corrosion, made by laser welding in a protective atmosphere or other welding process that will prove to ensure that the structure of the material remains unchanged and resistant to the appearance of condensate and acids from flue gases)
- Valid TuV Certificate or appropriate
- Certificate EN 1856-1,
- Report on testing of accredited laboratory on compliance with standards,
- Certificate ISO 9001 for the producer of stack system.

### **Heat exchangers**

- Certificate ISO 9001 for the producer of heat exchangers,
- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- CE certificate – according to the guidelines for pressurized containers.

### **Water collectors**

- Technical documentation – technical list with the data containing producer, type, basic technical characteristics and other.



## **Armatures**

- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language for armatures,
- Declaration of conformity for 2014/68/EU,
- Test report according to the EN 10204-2.2, EN 12266-1, EN 60534.
- Certificate ISO 9001 for the producer of armatures.

## **Water flow meter**

- Technical and graphical documentation of the producer on Serbian/Croatian/German or English language with clearly showed technical characteristics,
- Certificate ISO 9001 and ISO 14001 for the producer of water flow meter.

**NOTE: All documentation besides on Serbian/Croatian language can be on English or German language.**

Delivery of the goods which are the subject of the public procurement for each concluded contract within the Framework Agreement shall be carried out **successively depending on the current needs of the Purchaser**, during the contract period.

The Bidder must comply with the unit price of goods given in the bid for the entire duration of the framework agreement.

**The deadline for delivery of the goods: 120 days maximum from the moment of mutual signature of each concluded contract within the Framework Agreement (the Bidder fills in the number of days in the Bid form as well as in the Framework Agreement model).**

### **3. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE ARTICLES 75 AND 76, AND INSTRUCTIONS REGARDING COMPLIANCE WITH THE REQUIREMENTS**

#### **3.1 Required conditions (Article 75):**

- 1. To be registered at the competent authority, or added to the appropriate register (Art. 75 Paragraph 1.1. of the Law);**

Confirmation: Certificate from the register of the competent authority - Extract from the Business Registry Agency or a certificate from the Commercial Court.

- 2. The bidder and his legal representative have not been convicted for any criminal act as members of an organized criminal group, have not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the criminal act of fraud (Art. 75, Paragraph 1.2 of the Law);**

**Confirmation:** Certificate issued by the competent court or the police department.

- 1) Excerpt from the criminal record, or the statement from the Primary Court where the local legal entity has its head office, or the head office of its representative or branch of a foreign legal entity, confirming that the responsible person has not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the criminal act of fraud; (If the certificate of the Primary Court do not include crimes within the jurisdiction of the Higher Court, it is necessary to submit a certificate of the Higher Court for crimes under the jurisdiction of the Higher Court)
- 2) Excerpt from the criminal record of the Special Department for Organized Crime of the Higher Court in Belgrade, confirming that the **legal entity** has not been convicted of any of the criminal acts of organized crime;
- 3) Excerpt from the criminal record or certificate of the police department, confirming that the **legal representative** of the bidder has not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the criminal act of fraud and organized crime (the request may be submitted due to the place of birth or the place of residence of the legal representative). If the bidder has more than one legal representative, he shall provide the evidence for every one of them.

**Confirmation for: Entrepreneurs and individuals:** Extract from criminal record or certificate of the police department, confirming that the entrepreneur / individual has not been convicted for any criminal act as members of an organized criminal group, that has not been convicted for criminal act against the economy, crimes against the environment, the offense of receiving or giving bribes, the criminal act of fraud (the request may be submitted due to the place of birth or the place of residence).

**Note: The proof should not be older more than two (2) months at the bid opening.**

**3. That the bidder has paid all his due taxes and other contributions in accordance with the regulations in Republic of Serbia or foreign state, when the head office is on the territory (Article 75, Paragraph 1.4. of the Law);**

**Evidence** for: Legal entities and entrepreneurs:

A) Certificate of the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other fees)

B) Certificate from competent local government - city/municipality (the original local public revenues), or

V) Certificates from competent authority that the bidder is in the process of privatization and that the debt is written off or reprogrammed and paid regularly.

**Evidence** for: Physical entities

A) Certificate of the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other fees)

B) Certificate from competent local government - city/municipality (the original local public revenues).

**Note: The proof should not be older more than two (2) months at the bid opening.**

**4. Possession of a valid license issued by the agency for the activity that is the subject of procurement (Art. 75 Paragraph 1.5) of the Law), if such license is prescribed by a special regulation.**

**Evidence: Not required in the current public procurement**

**5. The Bidder is obliged to submit, along with the prepared bid, the Statement in which he expressly states that he fulfilled the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that he has not been banned to perform the activities in time of submission of the bid (Art. 75, Paragraph 2 of the Law).**

**Evidence: Form No. 14 - Declaration on fulfillment of obligations**

If the Bidder has his head office in another country, the Purchaser can check whether the documents that should prove that the conditions were fulfilled, are issued by the competent authorities of that country.

If the Bidder is not able to obtain the required documents within the deadline for bid submission, because the document could not be issued under regulations of the country in which the Bidder is based until the moment of submission of bids and, if he submits appropriate evidence of this, the Purchaser will allow the bidder to subsequently submit the requested documents within reasonable time, which will subsequently be determined.

If the country in which the bidder has its head office does not issue evidence stated in Article 77 of the Law on Public Procurement of the Republic of Serbia, the Bidder may, instead of evidence, give a written statement, made under full material and criminal responsibility for perjury, certified by a judicial or administrative authority, a notary or other competent authorities of that country.

### **3.2 Additional Conditions (Article 76 of the Law on Public Procurement)**

#### **TECHNICAL CAPACITY:**

**A)** The Bidder must fulfill the technical conditions in terms of the possession of the required certificates and technical documentation, signed purchase and sales contract, invoices and delivery notes.

#### **Evidence:**

**1. Confirmation of the Buyer (Form 9, 10 and 11) of the tender documentation**

**2. Copies of purchase and sales contracts**

**3. Copies of issued invoices corresponding to the above-mentioned purchase and sales contracts, and,**

**4. Photocopies of issued delivery notes that correspond to the above-mentioned invoices**

**B)** The bidder must have an authorized service for commissioning service and service interventions during warranty **and post-warranty period of 5 years** for the goods that are the subject of procurement as follows:

- One authorized service **for boilers**
- One authorized services **for burners**
- One authorized service **for heat exchangers**
- One authorized service **for pumps** (economizer and circulation pumps).

#### **Evidences:**

1. **Statements on the technical capacity (Forms 2, 3, 4 and 5)**
2. **Contract/s on business and technical cooperation** with the manufacturer of the goods and service center/actions. (If it is an authorized service provider) **OR a Contract/s on business and technical cooperation** with suppliers and service centers/shops (if the Bidder is not an authorized service provider).
3. **Equipment producer's Statesment** confirming that the service shops/centers which are

pointed out in statements about the technical capacity are authorized service shops/centers by the manufacturer of the goods (**Forms 19, 20, 21 and 22**)

### **BUSINESS - FINANCIAL CAPACITY:**

The Bidder must fulfill additional requirements in the form of operating capacity that he, in the period from January 01, 2016.-December 31, 2016, achieved total revenues in the amount of minimum 4.450.000, 00 EUR without VAT. Also, the Bidder must fulfill the condition that in the past three accounting years (full 2014, 2015 and 2016) was not insolvent and that he was positive, as well as in the past 3 accounting years (full 2014, 2015 and 2016) for the Bidder bankruptcy or liquidation process has not been started.

#### **Evidence:**

1. **Photocopy of realized contract/s** with the reference client/s for the procurement.
2. **Copy of the account which is/are issued by the reference purchaser/s**
3. **A copy of the balance sheet and income statement with the certified auditor opinion**, especially the part where it is shown that the Bidder was liquid, and achieved total revenues in the amount of minimum 4.450.000, 00 EUR without VAT.
4. **A written copy statement from NBS** (National Bank of Serbia - or data copied from the site) where it is shown that the Bidder in the past three years has not been blocked. In the case of foreign Bidder, the Bidder must provide an excerpt or a copy from the official website of the official Bank from the country of the foreign Bidder.
5. An **Excerpt from the Business Registry Agency** which presents the status of the legal entity (information on the liquidation, bankruptcy, inactive and deleted legal entities from which it can be concluded that the Bidder is not in bankruptcy or liquidation). In case of foreign Bidder, an excerpt from the Business Registry Agency from the country of the foreign bidder is needed. **This evidence cannot be more than two months old.**

**The Purchaser shall retain the right to check the documents of the Bidder at any time in order to verify the possession/fulfillment of technical, personnel, financial and operating capacity, solely of those capacities that are precisely indicated in the Forms numbered 2, 3, 4, 5, 9, 10, 11, 19, 20, 21 and 22 of this bidding documents submitted as evidence to the bid.**

**At the stage of technical assessment of the bids, and before making a decision on the conclusion/suspension of a framework agreement on public procurement, after completion of the bid opening, the subsequent submission of evidence by the Bidder for the technical,**

**personnel, financial and business capacity NOT LISTED in the above-mentioned forms or not submitted with the bid will not be accepted and the offer will be evaluated as inadequate and therefore unacceptable.**

**In case the Bidder, during the stage of implementation of the framework agreement, subsequently changes the location (address) of the service center, he is obligated inform the Purchaser as soon as possible, as well to provide evidence in which the new address, main activity, tax ID and identification number are clearly pointed out, along with the evidence that he still can perform service activities for the goods in this public procurement.**

## **NOTES:**

### **1. If the bid is submitted with the subcontractor:**

The Bidder is obligated to submit the evidence on fulfillment of conditions referred to in Article 75. Paragraph 1.1 to 4, for the subcontractors and evidence of compliance with the conditions referred to in Article 75, paragraph 1, item 5 of the Public Procurement Law (approval from competent authority) if that licence is predicted by special regulation in the manner specified in the tender documents for part of the procurement that will be implemented by subcontractors.

With regard to the fulfillment of additional conditions set out in the Article 76 of the Public Procurement Law and the tender documentation, the Bidder does not have to fulfill individually, only subcontractor can fulfill the additional requirements, but **only and exclusively** for that part of the work that was entrusted to subcontractor. For all other areas of work which are not entrusted to a subcontractor, the Bidder must independently fulfill any additional requirements. In case of permanent disability of the subcontractor, the Bidder is obligated to inform the Purchaser and to provide the necessary evidence on fulfillment of conditions from the tender documentation by another subcontractor who will be engaged so that the Purchaser will not suffer any damage.

The Bidder is considered as a domestic Bidder if the Bidder and its subcontractor are domestic bidders. If the Bidder and/or its subcontractor are foreign Bidders, it shall be deemed that the Bidder is – foreign Bidder.

### **2. If the bid is submitted by a group of Bidders:**

Each Bidder in Joint venture must meet the requirements of Article 75, Paragraph 1.1 to 5 and Paragraph 2 of the Public Procurement Law in the manner specified by the tender documentation. This means that each Bidder from the group of Bidders, either the contractor or a member of the group must meet all mandatory requirements prescribed by the Law and this tender documentation. The group of Bidders is considered a domestic Bidder if each member of the consortium is domestic. In case that at least one member of the group is foreign, it is considered that the entire group list is – foreign Bidder.

Additional requirements of Article 76 of the Public Procurement Law and from tender documentation the group of Bidders **are fulfilling together.**

### 3. Submission of evidence

Purchaser can, before making a decision on the conclusion of a framework agreement, **at the stage of technical evaluation of the bids**, ask the Bidder whose bid was evaluated as the best to deliver the original or a certified copy of all or some of the evidence. Purchaser may, if necessary, require this evidence from other bidders as well. Purchaser is not obligated to ask the Bidder to deliver all or some of the evidence if the same Bidder submitted adequate evidence in other public procurement procedures called by the Purchaser.

If the Bidder, given an appropriate period of time, which may not be shorter than **5 days**, does not deliver the original or a certified copy of the evidence, the Purchaser shall reject its bid as unacceptable.

The Bidder is not obligated to submit for review the evidence that is available on the website of the competent authority, if he stated in a bid the website where such data are available.

**Bidder/ Subcontractor / A group member of Bidders which have been registered in the Business Registry Agency (for foreign Bidder business registry in the country of the Bidder) are not required to provide evidence clared in Article 75, Paragraph 1.1 to 4 but instead submit a Statement on the memorandum stating that they are registered and written in the above mentioned registry.**

If the country in which the Bidder has its head office does not issue the evidence from the Article 77 of the Public Procurement Law, the Bidder may instead of this evidence, give a written statement made under penalty of perjury, certified before a judicial or administrative authority, a notary or other competent authority of that State.

The Bidder shall promptly notify in writing the Purchaser about any change in relation to the fulfillment of conditions in the public procurement procedure, which comes prior to a decision or conclusion of the contract, as well as during the term of the contract on public procurement and will document changes in the prescribed manner.

The Purchaser can, before taking a decision on the conclusion of a framework agreement, require from the Bidder whose bid was evaluated to be the best based on the report of the Commission, to deliver the original or a certified copy of any or all evidence. If the Bidder, within a period which may not be less than five (5) days from receiving the written invitation from the Purchaser, does not deliver the original or a certified copy of the requested evidence, the Purchaser shall reject its bid as unacceptable.

The Bidder should immediately, without delay, notify in writing the Purchaser of any change regarding the fulfillment of conditions from public procurement procedure, which comes prior to a decision or conclusion of a framework agreement, or during the term of the framework agreement and public procurement contracts signed under the framework agreement and has to document it in the prescribed manner.

## **4. FRAMEWORK AGREEMENT AWARD CRITERIA**

Rating of bids will be performed applying the criterion of the **lowest price offered**.

In the event that, after completed analysis, two or more bids have the same and the lowest rated price at the same time, a bid will be selected on the basis of the **shorter delivery time**.

If bids are rated as equal, and after applying the reserve criteria, meaning that two or more bids are given with the same offered price and time of delivery, the Purchaser will award contract after the executing a **draw**, in such a manner that he will write the names of the bidders whose bids were given timely, appropriate and acceptable on a piece of paper, insert in a box that is not transparent and make a drawing with the presence of all members of the commission (the right to attend have representatives of the bidders whose bids are acceptable, and they will be informed timely about the date of the draw), make a record and determine rate for bidders – first one drawn-out will be first placed, second one drawn-out will be on second place and so on up to the last one of the bidders.

## **5. INSTRUCTIONS TO BIDDERS HOW TO PREPARE THE BID**

### **1. INFORMATION ABOUT THE LANGUAGE OF THE BID**

The Bid and other documents relating to it for bidders who are considered as domestic, according to the Article 86 of the Public Procurement Law must be in **Serbian language** (except technical sheets and supporting documents that may be in English or German), and for bidders who are, under the same Article of the Public Procurement Law, considered to be foreign bidders, bid can be either **in Serbian or English language**, depending on the willingness and capacity of the Bidder.

### **2. SPECIAL REQUIREMENTS CONSIDERING THE MANNER IN WHICH BIDS MUST BE MADE AS WELL AS THE MANNER OF FILLING OUT THE FORMS**

The Bidder submits a bid in closed and sealed envelope and on the back of the envelope lists his full name and address, telephone, fax and e-mail of a Bidder, and the name of authorized person for contact.

It will be appreciated if all the documents in the bid are bounded with the ribbon in one sealed document, so no sheets can be subsequently inserted, removed or replaced.

The bid is considered timely if it is received by the Purchaser on **07.05. 2018. until 10:00 a.m.**, at the address "ENERGETIKA" d.o.o. Kragujevac, Kosovska 4A 34000 Kragujevac,



Republika Srbija. The Bid that arrives after this deadline shall be considered untimely and after the opening of bids, Commission will return unopened bid to the Bidder with the indication that it was submitted out of time.

Bids are submitted directly (in person) or by mail, to the above mentioned address of the Purchaser, provided that the Bidder of the envelope should write as follows:

***"Bid for the public procurement number 1.1.47/2017. - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – DO NOT OPEN".***

A public bid opening will be held on **07.05.2018. at 10:30 a.m.**, at the administrative building of, in the premises of the Office for procurement or "Blue Room" at "ENERGETIKA" d.o.o. Kragujevac, Kosovska 4A, 34000 Kragujevac, Serbia, depending on the number of bidders. Bidders who will come to the opening will be notified in which room the opening of bids will be held. Rooms of the Office for Procurement and "Blue Room" are the part of the same wing of the building and are distant from each other only a few meters.

Before the beginning of the public opening procedure of bids, representatives of the bidders attending the bid opening procedure shall be obligated to submit to the Purchaser a written

warrant from attorney, in order to prove authorization for participation in the public opening of bids.

**Bid must be original, made on downloaded forms from this tender documentation, clear, unambiguous, sealed and signed by the authorized person of the Bidder.** The forms given in the tender documents and data that must be an integral part of the bid must be filled legibly, and authorized person should certify the given data with the signature and seal.

**After opening the bids, the delivery and reception of insufficient evidence or any changes of the offered conditions are not allowed.**

If bidders submit a joint bid, the group list can determine that the forms given in the tender documents should be signed and sealed separately by all responsible persons from the joint group of bidders, or the group members may authorize one member (the Contractor) to fill in, sign and seal the forms included in the tender documentation, and this should be defined in written agreement among members of the joint group of bidders.

### **3. MANDATORY CONTENT OF BID:**

Mandatory content of bid is following:

- ***Bid form***, filled in, signed and sealed (**Form 1-a**)
- ***Specification***, filled in, signed and sealed (**Form 1-b**)

- *Price structure form*, filled in, signed and sealed (**Form 1-c**)
- *Statement of the technical capacity* (**Forms 2, 3, 4 and 5**)
- *Reference list* (**Forms 6, 7 and 8**) – Reference list will be acknowledged even if the Bidder was a member of joint bid and subcontractor, but only if he performed sale and delivery of goods that match technical requirements for procurement
- *Customer confirmation* (**Forms 9, 10 and 11**)
- *Statement of an independent bid*, filled in, signed and sealed (**Form 12**)
- *Bid preparation costs form*, filled in, signed and sealed (**Form 13**)
- *Statement of obligation compliance* which arise from regulations covering occupational safety and health, employment and working conditions, environmental safety, and also to be clarified that the Bidder has no bans for performing the main activity at the time of submitting the bid (**Form 14**)
- *Bank statement for intent of issuing bank guarantees* (**Form 15**)
- *Promissory note for seriousness of bid along with the accompanying documentation* (**Form 16**), a copy of the specimen signature card and a copy of the application for registration bills, certified by a commercial bank registered in the Register of promissory notes of the National Bank of Serbia or the National Bank of the state from which the foreign supplier comes
- *Equipment producer's Statements* (**Forms 19, 20, 21 and 22**)
- *Framework Agreement model* signed and sealed by the Bidder in case of giving the independent bid, in order to confirm that he is concordant with the Framework Agreement model (in case of joint bid, all the members of the joint bid are obligated to sign and seal the Framework Agreement model, in order to confirm that they accept all the elements of Framework Agreement or in their behalf one member of them will sign and seal, who is authorized by Agreement).
- *Public procurement contract model* signed and sealed by the Bidder in case of giving the independent bid, in order to confirm that he is concordant with the Public procurement contract model (in case of joint bid, all the members of the joint bid are obligated to sign and seal the Public procurement contract model, in order to confirm that they accept all the elements of Public procurement contract or in their behalf one member of them will sign and seal, who is authorized by Agreement).
- *Agreement* (if the bid is submitted by a group of Bidders, bidders make an agreement to define conditions, mutual obligations and obligations towards Purchaser)
- *Evidence for obligatory conditions (if the Bidder is written in Bidders Register, the delivering of these evidences Article 75, paragraph 1.1 to 4 is not necessary)*
- *Evidence for additional conditions (for technical, human resources, financial-business capacity)*

**The bid MUST CONTAIN all the above listed documents, forms and statements in order to be appropriate and therefore acceptable.** These forms must be completed, signed by an

authorized person of the Bidder and sealed. **Forms must not be filled out with lead pencil;** otherwise the offer will be inadequate, and therefore unacceptable.

#### **4. LOTS**

Subject of the public procurement is not divided into lots.

#### **5. BID WITH VARIANTS**

A bid with variants **is not allowed**.

#### **6. MODIFICATIONS, AMENDMENTS AND REVOCATION OF BID**

During the timeline for submitting the bids, the Bidder can modify, amend or revoke his bid in the manner specified for the submission of bids. **The Bidder shall clearly indicate which part of the bid changes or which document will be subsequently delivered.** After the deadline for submission of bids the Bidder cannot withdraw or change its offer.

#### **7. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR**

The Bidder may submit only one bid.

The Bidder who submitted a bid independently may not simultaneously participate in a joint bid or as a subcontractor, or participate in more joint bids. In the bid (bid form), the Bidder

states in which way he is submitting a bid, whether it is submitted independently or as a joint bid, or submit a bid with a subcontractor.

#### **8. SUBCONTRACTING**

A bidder who hires subcontractors, is obligated in his offer (the Bid Form 1-a) to indicate the percentage of the total value of procurement that will be entrusted to the subcontractor (not over 50%) as well as a part of the procurement which will be realized by subcontractors.

If a Framework Agreement/public procurement contract has been concluded between a Purchaser and a Bidder who submitted a bid with a subcontractor, the subcontractor shall be specified in the framework agreement/public procurement contract. The Bidder is fully responsible for the execution of procurement contracts, regardless of the number of subcontractors. The Bidder is obliged to provide, upon the request of the Purchaser, the access to the subcontractor, for the purpose of determining compliance with the required conditions.

## 9. AGREEMENT

A component part of the joint bid is Agreement, between the members of the joint bid group to define mutual obligations as well as towards Purchaser for committing a public procurement, and must contain:

- 1) Information on the group member to be the Contractor, or to submit a bid and to represent the group bidders before the Purchaser and
- 2) Job description for each bidder from the group of bidders in the execution of contract/s signed arising from Framework Agreement

## 10. IMPORTANT REQUIREMENTS FOR ACCEPTANCE OF BID

Method and terms of payment, place of delivery, the warranty period and the response time for service are defined in the bid form.

## 11. PRICE

The prices in a bid are expressed exclusively in **dinars (RSD) or EUR (€)**. In case the Bidder is not from the territory of Republic of Serbia, in case of foreign Bidder, prices in Bid can express in foreign currency and the Purchaser defines that the foreign currency should be **EUR (€)**, with or without VAT. Price in this public procurement should include all costs that the bidder has during realization of this public procurement in the form of transportation-transportation DDP (Delivered Duty Paid) – delivered and customs service (ENERGETIKA, Kosovska 4A, 34000 Kragujevac, Serbia), insurance of transported goods and the cost of customs service if the goods are imported from abroad, and other associated costs, and the Bidder is required to separate that part in euros, under Article 19, Paragraph 3 of the Public Procurement Law RS.

For comparison, the offers made in EUR for conversion into dinars will be uses the average exchange rate of the National bane Serbia on the day when the opening started.

The offered prices must be final and cannot be changed after the opening of bids, after the conclusion of the Framework Agreement and during the execution of contracts arising from the Framework Agreement. If in the bid contains an unusually low price, the Purchaser shall act in accordance with the Article 92 of the Public Procurement Law.

-

## 12. THE FINANCIAL SECURITY

Purchaser will require instruments of financial security by which bidders guarantee the fulfillment of their contractual obligations:

- for *seriousness of the bid*: The Bidder agrees that he will, upon submitting bid, give to the Purchaser one (1) signed blank promissory note with specimen card, a request for registration bills of exchange and promissory note-authorization for its realization in the amount of 10% of the bid value excluding VAT and must last at least as much as bid.

- for the *return of advance payment*: Bidder undertakes that when delivering the invoice issued to 10% of the value of the each contract arising from the Framework Agreement, deliver to the Purchaser 1 (one) blank signed promissory note with the specimen card, a request for registration of the promissory note and a bill of exchange- authorization for its realization in the amount of 10% of the value of each signed contract based on a framework agreement with the VAT in order to refund advance payments.

- for *good execution of work*: Bidder agrees that he shall, within the 7 days from the conclusion of the Framework Agreement and within the 7 days from the conclusion of the contract/s arising from Framework Agreement, give to the Purchaser one (1) bank guarantee in the amount of 5% of the value of Framework Agreements/contracted work without VAT from Article 3 of the Framework Agreement, i.e 10% of the contracted work value without VAT. The bank guarantee for good execution of work must be unconditional, irrevocable, payable at first call, without objection, and must last at least 5 days after the date of expiry of the Framework Agreement/contract signed arising from the Framework Agreement, and no later than the expiration of **sixty (60) days** from the expiry of the Framework Agreement/contract signed arising from Framework Agreement.

- for the *elimination of defects in the warranty period*: Bidder is obligated to, during the delivery of goods which are subject of the procurement per each individual contract arising from the Framework Agreement, give the Purchaser 1 (one) blank signed single promissory note for the elimination of defects in the warranty period to the amount of 10% of the value of each of the signed contract arising from the Framework Agreement without VAT.

According to the Public Procurement Law, the security means last at least as much as the estimated duration of Bidder obligation which is the subject of security means and cannot be returned to the Bidder before the expiry date, unless the Bidder performed totally its secured obligation.

**Promissory note for seriousness of bid** is valid until the moment of the expiry of the bid, which was defined in the Bid Form. After the signing of the Framework Agreement on the relevant public procurement with the best bidder, it will be returned to all Bidders who have delivered as a compulsory part of the bid for the public procurement. The Promissory note for seriousness of bid will be activated in case the Bidder whose bid was selected as the best refuses to conclude Framework Agreement for public procurement and if the Bidder whose bid was selected as the best at the time of conclusion of Framework Agreement does not deliver bank guaranty for good execution of work.

**Promissory note for refund of advance payment** is valid for **30 days longer** than the time of completion of delivery of all quantities of goods which are the subject of each public procurement contract arising from the Framework Agreement. After the expiry of that period it

will be returned to the selected bidder with which the Framework Agreement, i.e. contract/s for procurement has been signed. Promissory for refund of advance payments will be activated in case the Bidder with whom the Framework Agreement/public procurement contract has been signed and to whom has been paid in advance the amount of 10% of the value of a Framework Agreement/contract on public procurement **including** VAT, refuses to deliver or does not deliver all the goods that are subject of public procurement in predicted timeline, and/or if he does not deliver promissory note for the elimination of defects in the warranty period during the delivery of goods that are subject of each public procurement contract arising from Framework Agreement.

During the signing of the Framework Agreement the Bidder is bound to give the Purchaser a bank guarantee **for good execution of work**, which is valid **for at least 5 days** after the date of expiry of the Framework Agreement, and no later than the expiration **of sixty (60) days** from the expiry of the Framework Agreement. Also, **the selected Bidder is obligated to, within 7 days after the conclusion of each contract under the framework agreement, give to the Purchaser a bank guarantee for good execution of work** for the amount of 10% of the value of the signed contract without VAT, valid for at least 5 days after the day of expiration of the contract/s signed arising from the Framework Agreement, or not later than expiry of the **60 (sixty) days** after the expiration of the signed contract/s arising from the Framework Agreement.

The bank guarantee for good execution of work, which is submitted along with the Framework Agreement will be activated in case the Bidder with whom the Framework Agreement has been signed refuses to sign the contract/s of public procurement arising from the Framework Agreements or refuse to submit a bank guarantee for good execution of work within 7 days from the date of signing the contract/s for public procurement arising from the Framework Agreement; a bank guarantee for good execution of work given by the Contractor submitted within 7 days from the date of signing of each contract arising from the Framework Agreement will be activated if the Contractor does not deliver the goods or does not deliver all the goods that are the subject of the public procurement, does not submit the documentation required by tender documents during the delivery of the goods, and if does not submit the promissory note for reimbursement of advance payments and the elimination of defects during the warranty period.

**Promissory note for the elimination of defects during the warranty period** is valid for **at least 5 days** longer than the expiry of the contractual warranty periods for the good of each individual contract arising from the Framework Agreement which are subject to public procurement. After expiry of that period it will be returned to the selected Bidder with which the Framework Agreement, i.e. contract/s of procurement has been signed. Promissory note for elimination of defects in the warranty period will be activated in case the Bidder with whom the Framework Agreement/contract/s on public procurement has been signed, rejects, at his own expense, to remove the deficiencies that have not been generated by the Purchaser, and if he does not perform post-sales service at the request of the Purchaser within the warranty period.

Bank guarantee can be given in dinars or in euros, while the promissory note should only be given in dinars.

### **13. ADDITIONAL INFORMATION AND CLARIFICATION**

Additional information and clarifications may be requested in writing, by mail, email or fax, with a note "Request for additional information or clarification of the tender documentation for **JN br.1.1.47 / 2017 - " Reconstruction of the Boiler Room “ZASTAVA” with the purpose of replacing a part of capacity of coal-powered boilers with natural gas-powered and heavy fuel oil-powered boilers – Phase I"**", at least 5 (five) days before the deadline for the submission of bids. On that occasion, the person concerned, can point out to the Purchaser possible perceived shortcomings and irregularities in the tender documentation. The Purchaser shall, within three (3) days of the receipt of the request for additional information or clarification of the tender documentation, publish the response on the Public Procurement Portal and on its website.

Communication regarding the additional information, clarification and answers shall be done according to the Article 20 of the Law.

### **14. ADDITIONAL CLARIFICATION AND CONTROL**

Purchaser may require additional explanation from bidders that will help him in the review, evaluation and comparison of bids, and can exercise control (inspection) at the bidder/member of the consortium of bidders or its subcontractor.

Purchaser will ask in writing, after opening of the offers, for additional explanations from the Bidder, which he is obligated to respond within 2 days.

The Purchaser may, in the same period, carry out a visit to the Bidder or to his subcontractors as well as a group member, with the purpose of monitoring the statements in the bid, and the Bidder's obligation is to enable this to the Purchaser.

### **15. NEGATIVE REFERENCES**

The Purchaser can reject a bid if he possesses the evidence that the Bidder, in the past three years in the procurement process:

- 1) Acted contrary to the prohibition of Art. 23 and 25 of the Law;
- 2) committed the violation of competition;
- 3) Submitted false information in a bid or without reasonable cause refused to conclude a public procurement contract after the contract has been awarded;
- 4) Refused to submit evidence and means for commissioning of work, according to the bid.

The Purchaser may reject a bid if he has the 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.

Evidence for this can be:

- 1) A final court decision;
- 2) A document on the realized means for securing the fulfillment of obligation in the procurement process or contractual obligations;
- 3) A document on charged contractual penalties;
- 4) Customer or users complaints, if they are not resolved within the stipulated period;
- 5) The supervisory body report on the works, which are not in accordance with the design, and the contract;
- 6) The declaration of termination of the contract due to the failure of essential elements of the agreement data in the manner and under the conditions provided by the Law on obligatory relations;
- 7) Evidence of involvement of persons who have not been marked as sub-contractors, or the members of the group list in the execution of a public procurement;
- 8) The other relevant evidence appropriate procurement case relating to the fulfillment of the earlier methods in the procurement or by previously concluded PPL.

The Purchaser may reject a bid if he possesses the evidence showing that the procedure has been conducted or the contract is concluded with another Purchaser in congenial public procurement procedure.

## **16. MODE FOR DESIGNATION OF CONFIDENTIAL INFORMATION**

Mode for designation of confidential information in bid – The Bidder must clearly mark and verify with the signature and seal the parts of the bid that represent confidential information. Evidence about the fulfillment of the requirements, price and other commercial terms cannot be marked as confidential.



## 17. PATENTS AND INTELLECTUAL PROPERTY

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

## 18. REQUEST FOR PROTECTION OF RIGHTS

A request for protection of rights shall be submitted to the Purchaser, a copy shall be simultaneously submitted to the Republic Commission for Protection of Rights in Public Procurement Procedures of the Republic of Serbia.

Request for protection of rights which challenges the type of procedure, the content of the invitation to bid 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 PPL pointed out to the Purchaser possible shortcomings and irregularities, and the Purchaser did not remove them. Request for protection of rights challenging the actions taken by the Purchaser prior to the deadline for submission of bids, and after the deadline referred to in Paragraph 5 hereof, will be considered timely if it is filed no later than the deadline for submission of bids.

After the decision to award the contract, the decision on the conclusion of a Framework Agreement, or a decision to terminate the procedure as well as the decision to award a contract based on a Framework Agreement, the deadline for submission of requests for the protection of rights is **10 (ten)** days from the date of publication of the decision on the Public Procurement Portal.

The request for protection of rights may be submitted to the Purchaser directly or by mail in accordance with Article 149 Public Procurement Law, with simultaneous submission of copies of the request to the Republic Commission for protection of rights, with the obligation to pay taxes in the amount of:

1. 250.000 dinars if the request for protection of rights is submitted before opening of the bids and if the estimated value is greater than 120.000.000,00 dinars,
2. 0, 1% of estimated value for public procurement, i.e. price in bid from the Bidder to whom the Contract is awarded, if the request for protection of rights is submitted after opening of the bids and if the estimated value is greater than 120.000.000,00 dinars on the account 840-30678845-06, **payment code** 153 or 253, **the reference number** - data on the number or label of public procurement for which occasion the application for protection of rights is submitting, **the purpose** - Tax for RPR, the name of the Purchaser, number or code of the public procurement for which the application for protection of rights is submitted, **the user** - Budget of the Republic Serbia. Examples of correctly filled in forms for payment orders or transfer order can be found in the "banner" on the website of Republic Commission.

A valid proof of payment of taxes, in accordance with the Guidelines for tax payments for submission of Request for protection of rights by the Republic Commission for protection of rights in public procurement procedures, published on the website of Republic Commission for

protection of rights in public procurement procedures, in accordance with the Article 151, Paragraph 1.6 PPL, is:

1. Confirmation of payment of the fees referred to in Article 156 of the PPL, which contains the following elements:
  - to be issued by the bank and sealed with the stamp of the bank;
  - to represent 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 has been realized, as well as the date of execution of the order. \* *Republic Commission may examine the appropriate copy of the evident accounts submitted by the Ministry of Finance - Treasury Office and thus to further verify the fact that the transfer order was realized.*
  - the amount of fees referred to in Article 156 of the PPL which payment is made;
  - account number: 840-30678845-06;
  - payment code: 153 or 253;
  - reference number: data on the number or label of public procurement for which occasion the application for protection of rights is submitting;
  - Purpose: Tax for RPR; "ENERGETIKA" d.o.o. Kragujevac; JN 1.1.47/17;
  - User: Budget of the Republic of Serbia;
  - the name of the payee, or the name of the applicant for the protection of rights for which the payment was made taxes;
  - signature of the authorized person of the Bank, **or**
2. A payment order, the first copy, signed and certified by the authorized person and sealed with the stamp of the bank or post office, which contains all the other elements and the certificate of payment of the fee mentioned in point 1, **or**
3. Certificate issued by the Republic of Serbia, the Ministry of Finance, the Treasury Office, signed and sealed, containing all the elements of the certificate of payment of the fees referred to in point 1, except those mentioned in the first and tenth bullet for applicants for the protection of rights who have opened an account in the context of the accompanying consolidated treasury account, which is kept at the Treasury Office (budget beneficiaries, beneficiaries of funds of organizations for mandatory social insurance and other users of public funds), **or**
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, for 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 regulations.

## **19. CONCLUSION OF THE FRAMEWORK AGREEMENT AND CONTRACT**

The selected Bidder shall, within eight (8) days of the completion of the deadline for filing a request for protection of rights, be delivered for signature the Framework Agreement signed and sealed by the Purchaser. In case there are submitted applications for the protection of the rights, the deadlines will be extended until the completion of these procedures. The Framework Agreement defines the Purchaser in accordance with the Framework Agreement model, which is

attached to the tender documentation. **An integral part of the Framework Agreement will be selected bid, with technical specification, bid form, the structure of prices, specifications, and statements of technical capacity and the Agreement on business and technical cooperation with authorized services and manufacturers of the goods.**

**The Framework Agreement can be assigned to the Bidder whose bid contains a price higher than the estimated value, if the price does not exceed the comparable market price and if the price in all the appropriate bids are not greater than the estimated value of public procurement.**

**The selected bidder shall, upon receipt of the Framework Agreement for signature and verification, return to the Purchaser copies of the Framework Agreement on the further use within 7 days. Otherwise, it is considered that the selected Bidder has refused to sign the Framework Agreement and means of financial security for tender are to be activated, and it will be assigned to the second ranked bidder.**

**Also, if the selected Bidder for any reason refuses to conclude a Framework Agreement with the Purchaser, it will be assigned to the next ranked bidder.**

**The contract is concluded on the basis of the conditions stipulated in the Framework Agreement and the bids submitted in the present public procurement procedure for the conclusion of a Framework Agreement. Public procurement contracts which are concluded on the basis of the Framework Agreement must be awarded before the end of the duration of the Framework Agreement, provided that the duration of individual contracts concluded on the basis of the Framework Agreement does not have to coincide with the duration of the Framework Agreement, if necessary, it can be shorter or longer.**

**Contract/s signed on the basis of this Framework Agreement will last for one year from the time of signature or expenditure of all contracted funds, whichever comes sooner.**

**At the time of closing a Contract arising from Framework Agreement parties cannot change the essential requirements defined by the Framework Agreement.**

## **20. MODIFICATIONS DURING THE CONTRACT PERIOD**

The Purchaser may, after the conclusion of the Framework Agreement/public procurement contract, without conducting the public procurement procedure, increase the volume of the subject procurement from the Framework Agreement/contract for a maximum of 5% of the total amount of the Framework Agreement/contract under the condition that there is provided funding, wherein the total value of the increasing the contract cannot be greater than the value from the Article 124a of the PPL.

## **21. THE DECISION TO SUSPEND THE PROCEDURE**

The Purchaser may suspend the procurement procedure for objective and verifiable reasons, which could not be foreseen at the time of the initiation of the proceedings and making it impossible to end the started process or as a result of which the Purchaser's needs for the procurement disappeared, which is the reason why it will not be repeated during the same budget year or in the next six months.

The Purchaser is obligated to explain in writing his decision to suspend the procurement procedure, specifying the reasons for the suspension of proceedings and information concerning

the procedure to appeal and to publish the information on its website and on the Public Procurement Portal within three (3) days from the date making of the decision.

The Purchaser is obligated to suspend the procurement procedure in his decision, including the costs of preparing a bid from Article 88, Paragraph 3 of the Law.

## **22. DOWNLOADING TECHNICAL DOCUMENTATION**

In this tender documentation there is no documentation of this kind.

## **23. THE IMPLEMENTATION OF PREFERENTIAL CRITERIA**

In case of applying the most economically advantageous bid criteria, but in a situation where bids are from domestic and foreign bidders who provide services or perform activities, the Purchaser must choose the most favorable bid from domestic bidder on the condition that the difference in the final sum of the weights between the best bid from foreign bidder and the best bid from domestic bidder does not exceed 5 in favor of the bid of a foreign bidder.

In case of applying the criterion of economically most advantageous bid, in a situation where bids are from bidders offering domestic origin goods and bids from bidders offering goods of foreign origin, the Purchaser must as advantageous bid to choose a bid from bidder providing goods of domestic origin, considering that the difference in the final sum of the weights is not more than 5 in favor of the bid from bidder providing goods of foreign origin.

In the case of applying the criteria of the lowest offered price, and in a situation where bids are domestic and foreign suppliers who provide services or perform work, the Purchaser must choose the offer by the domestic bidder if its price offered is not more than 5% higher compared to the lowest price offered by foreign bidders.

In the case of applying the criteria of the lowest offered price, and in a situation where bids are from bidders offering goods of domestic origin and bids from bidders offering goods of foreign origin, the Purchaser must select the bid from bidder providing goods of domestic origin if its price offered is not more than 5% higher compared to the lowest price offered by bidders offering goods of foreign origin.

The prices offered by foreign bidder shall include the customs duties.

Domestic bidder is a legal person resident within the meaning of the law governing tax on profits of legal entities or person, resident within the meaning of the law governing personal income tax.

If you filed a joint bid, a group of bidders is considered a domestic bidder if each member of the consortium is domestic bidder.

If the bid is submitted with a subcontractor, the Bidder is considered to be domestic bidder if the bidder and its subcontractors are domestic bidders.

When a Bidder submits evidence to offer goods of domestic origin, the Purchaser will before ranking of bids invite all other Bidders whose bids were evaluated as acceptable to state whether they offer goods of domestic origin and to submit evidence.

The advantage given in the first two paragraphs of this point in which are included the Bidders from the countries signatory to the Free Trade Agreement in Central Europe (CEFTA 2006), will be applied in accordance with the provisions of that agreement.

The advantage given in the first two paragraphs of this point which includes Bidders from signatory states of the Stabilization and Association Agreement between the European Communities and their Member States, on the one hand, and the Republic of Serbia on the other hand will be applied in accordance with the provisions of this Agreement.

The ministry responsible for the economy shall specify the manner of proving compliance with the conditions set out in paragraph 2 of this point.

Method of applying the advantages expressed in price in public procurement procedures in which the criteria is most economically advantageous bid, shall be specified by the Government.

## **24. CONDITION OF RECIPROCITY**

If the bidders offer products originating from countries which the Republic of Serbia has not concluded an agreement with, that would enable domestic bidders equal access to the market of that country, such bid may be refused if the share of products originating in that country exceeds 50% of the total value of products offered.

## **25. TYPE OF CRITERIA FOR AWARDING A CONTRACT**

Criterion is the lowest price offered.

**Reconstruction of Boiler Room “ZASTAVA” for the purpose of replacing part capacity of coal-powered boilers with the natural gas-powered and heavy fuel oil-powered boilers – Phase I**

**Bid No.** \_\_\_\_\_ **from** \_\_\_\_\_ **for PP number** 1.1.47/2017

Open public procurement procedure resulting with the conclusion of the Framework Agreement with a single bidder for a period of two years.

**1) General information about the Bidder**

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Identification number: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Contact person: \_\_\_\_\_ e-mail: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Account number and Bank name for Bidder: \_\_\_\_\_

Type of company (engird):

A) micro B) small V) medium G) big

<p>The bid is submitted: (engird A, B or V and fill if needed)</p> <p><b>A) individually</b></p>
<p><b>B) with the subcontractor</b></p> <p>1. Subcontractor: _____, address _____, identification number: _____, Tax ID: _____, authorized person: _____ telephone number: _____, email: _____, account number: _____</p> <p>The percentage of total value of public procurement entrusted to subcontractor is _____ percentage.</p> <p>The Subcontractor will perform following part of the public procurement: _____</p> <p>2. Subcontractor: _____, address _____, identification number: _____, Tax ID: _____, authorized person: _____ telephone number: _____, email: _____, account number: _____</p> <p>The percentage of total value of public procurement entrusted to subcontractor is _____ percentage.</p> <p>The Subcontractor will perform following part of the public procurement: _____</p> <p>3. Subcontractor: _____, address _____, identification number: _____, Tax ID: _____, authorized person: _____ telephone number: _____, email: _____, account number: _____</p> <p>The percentage of total value of public procurement entrusted to subcontractor is _____ percentage.</p> <p>The Subcontractor will perform following part of the public procurement: _____</p>
<p><b>V) Joint bid</b></p> <p>1. Member of the group _____, address _____</p> <p>Identification number _____ Tax ID _____, authorized person _____</p> <p>telephone number _____, email _____, account number: _____</p> <p>2. Member of the group _____, address _____</p> <p>Identification number _____ Tax ID _____, authorized person _____</p> <p>telephone number _____, email _____, account number: _____</p> <p>3. Member of the group _____, address _____</p> <p>Identification number _____ Tax ID _____, authorized person _____</p> <p>telephone number _____, email _____, account number: _____</p>

**2) Subject of the bid and price: Reconstruction of Boiler Room “ZASTAVA” for the purpose of replacing part capacity of coal-powered boilers with the natural gas-powered and heavy fuel oil powered boilers – Phase I**

Total price, without VAT: \_\_\_\_\_ RSD/EUR (the bidder rounds)  
(individual prices are given in attached specification, without VAT)

**3) Manner, deadline and terms for payment: 10% of arranged amount of every individual contract arising from the Framework Agreement – in advance before delivery, during the 5 days from day of delivery of correct invoice form Contractor, and the rest 90% of arranged amount during 45 days** from the moment of delivery of correct invoice from Contractor, and after the delivery of goods and quantitative and qualitative verification from a Purchaser based on the delivered documentation accompanying the delivery of goods.

**4) Deadline for response in warranty period: \_\_\_\_\_ hour/s** from sending of the request-order form (by fax, email or in an emergency by telephone).

**5) Deadline for the delivery of requested goods: \_\_\_\_\_ days (maximum 120 days) from the moment of mutual signing of each contract arising from the Framework Agreement**

**6) The validity period of the bid** is 120 days from the day of opening of bids

**7) Quality:** in accordance with the Specification.

**8) Warranty: \_\_\_\_\_ month/s** (write the number of months for warranty, **minimum 24 months**) from the moment of acceptance of the requested goods by the Purchaser

**9) \_\_\_\_\_%** (percentage – 50 % the most 50) from total procurement value which the Bidder will entrust to the Subcontractor. If the Bidder entrust the realization of public procurement to the more than one subcontractor, the percentage of total value entrusted to the subcontractors (sum for all subcontractors) cannot be greater than 50%.

Part of the work entrusted to the subcontractor \_\_\_\_\_

\_\_\_\_\_ (write which part of the job is entrusted to the subcontractor).

Signature of the authorized person  
for Bidder

place .....

M. P.

date .....

\_\_\_\_\_

*Note: The Bidder (Contractor in the case of joint bid), fills the Bid form, sign by the authorized person and seal it.*

## SPECIFICATION

### Reconstruction of Boiler Room “ZASTAVA” for the purpose of replacing part capacity of coal-powered boilers with the natural gas-powered and heavy fuel oil powered boilers – Phase I

#### 1. BOILER

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	<b>Boiler</b> with nominal heat capacity of 20000 kW, maximum working pressure 16 bars. Hot water boiler for production of hot water with working temperature 140/110°C.		pcs	3				
2	<b>Safety valve</b> with screws and packing DN100 PN40, for opening pressure 16 bar		pcs	3				
3	<b>Shut-off butterfly damper on delivery duct</b> – electromotor (for $\Delta t=30\text{ }^{\circ}\text{C}$ ) DN350 PN25, with screws and packing		pcs	3				
4	<b>Shut-off butterfly damper on return duct</b> (for $\Delta t=30\text{ }^{\circ}\text{C}$ ) DN350 PN25 – manual, with screws and packing		pcs	3				



5	<p><b>Sludge removal valve – automatic DN50 PN40, membrane, with screws and packing, magnetic valve for emptying.</b></p> <p>Flat shut-off valve for installation in front of the sludge removal valve DN50 PN25</p>		pcs	3				
6	<p><b>Counter flanges for valves on the delivery and return ducts DN350 PN25</b></p>		pcs	6				
7	<p><b>Counter flange for sludge removal valve DN50 PN40</b></p>		pcs	3				
8	<p><b>Spool piece on the delivery duct DN350 PN25, L= 600 mm, for connection of control devices on high pressure hot water boilers,</b></p> <p>manufactured and tested in accordance with the Guidelines for Pressure Vessels EN12953, chpt. 6:</p> <ul style="list-style-type: none"> <li>- connection DN20 PN40 for distribution header for armature (pressure regulator, pressure limiter, manometer)</li> <li>- connection DN50 PN40 for electrode of the water level limiter</li> <li>- 5 locations R ½“ for thermometer, test valve and additional control devices</li> </ul> <p>complete with screws and packing</p>		pcs	3				

9	<p><b>Water level limiter</b> (protection from lack of water), the set includes:</p> <ul style="list-style-type: none"> <li>- level electrode NRG 16-50 for vertical installation into the spool piece on the delivery duct</li> <li>- level regulator NRS 1-50 for installation into the electrical cabinet</li> <li>- connecting flange DN50</li> <li>- safety power 24V/14,4W for installation into the electrical cabinet</li> </ul>		set	3				
10	<p><b>Pressure limiter 0-25 bar – set</b>, consists of:</p> <ul style="list-style-type: none"> <li>- minimum pressure limiter (SDBF), 2-16 bar</li> <li>- maximum pressure limiter (SDB), 5-25 bar</li> <li>- armature carrier with passable emptying valve</li> <li>- manometer set, measuring range 0-25 bar, Ø160 mm, class 1.6</li> <li>- emptying and testing valve</li> </ul>		pcs	3				
11	<p><b>Emptying valve with a cap G1/2"</b> (for pressure regulator and pressure limiter)</p>		pcs	6				
12	<p><b>Valve for filling and testing G1/2" PN250</b></p>		pcs	3				

13	<b>Indicating thermometer,</b> measuring range from 0-200 °C, with a built-in sleeve G ½ x 200 mm in length		pcs	3				
14	<b>Temperature regulator for modulated burners,</b> that consists of: - resistant thermometer for $\Delta t=30^{\circ}\text{C}$ , G 1/2x200 mm, with a sleeve for installation and - temperature converter for installation into the electrical cabinet		pcs	3				
15	<b>Safety temperature limiter</b> for installation into the spool piece in the delivery duct. Double capillary safety temperature limiter with a temperature sensor and a safety temperature limiter in one casing (G1/2"x200 mm)		pcs	3				
16	<b>Equipment for mechanical cleaning of the boiler</b>		pcs	1				
17	<b>Preparation (drilling) of the burner plate for connection of the burner</b>		pcs	3				

18	<b>Boiler gallery</b> with tread, fence and ladder for servicing of the boiler and boiler equipment placed on the upper side of the boiler		pcs	3				
19	<b>Monitoring of the fire tube temperature</b> – according to the EN guidelines it is necessary for the torch heat load of 18.2 MW with gas, i.e. for more than 14 MW with oil and for the diameter of the torch larger than 1800 mm.		pcs	3				
A1	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-19</b>							
B1	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
C1	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A1+B1</b>							
D1	<b>Total amount of VAT</b>							
E1	<b>Total amount, including VAT: C1+D1</b>							

## 2. BURNER – combined gas/ heavy fuel oil

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Duoblock rotary dual fuel burner for gas / heavy fuel oil		set	3				
2	Electro command cabinet of the boiler and the burner		pcs	3				
A2	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-2</b>							
B2	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
C2	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A2+B2</b>							
D2	<b>Total amount of VAT</b>							
E2	<b>Total amount, including VAT: C2+D2</b>							

### 3. HEAVY FUEL OIL DUCT

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Heavy fuel oil duct for supply of 3 boilers with fuel		set	1				
A3	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-1</b>							
B3	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
C3	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A3+B3</b>							
D3	<b>Total amount of VAT</b>							
E3	<b>Total amount, including VAT: C3+D3</b>							

#### 4. ELECTRIC CONTROL CABINET – CASCADE

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Electric control cabinet for control of the hot water plant and cascade regulation, with profibus protocol for signal transmission to remote PLC		set	1				
A4	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-1</b>							
B4	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
C4	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A4+B4</b>							
D4	<b>Total amount of VAT</b>							
E4	<b>Total amount, including VAT: C4+D4</b>							

## 5. ECONOMIZER PUMPS

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Single stage, in line, centrifugal pump with frequency regulation, for water circulation through the economizer		pcs	3				
2	<p><b>The equipment for the economizer pumps:</b></p> <ul style="list-style-type: none"> <li>- Flat shut-off valve DN125 PN16 – 5 pcs</li> <li>- Non-return valve DN125 PN40 – 1 pc</li> <li>- Three-way electric motor mixing valve DN125 PN16, with electric motor actuator, kvs= 250 m<sup>3</sup>/h, Δp=0.2 bar, flange connection – 1 set</li> <li>- Pipe expansion joint DN125 PN16 – 2 pcs</li> <li>- Counter flanges DN125 PN40 – 6 pcs</li> <li>- Counter flanges DN100 PN40 – 2 pcs</li> <li>- Reducer DN125/100 – 2 pcs</li> </ul>		set	3				
A5	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-2</b>							



<b>B5</b>	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>	
<b>C5</b>	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A5+B5</b>	
<b>D5</b>	<b>Total amount of VAT</b>	
<b>E5</b>	<b>Total amount, including VAT: C5+D5</b>	

## 6. CIRCULATING BOILER PUMP

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Circulation boiler pump (primary circuit) with frequency regulation		set	4				
2	<b>The equipment for the pumps:</b> - Butterfly valve DN350 PN16 – 2 pcs - Non-return valve DN350 PN40 – 1 pc - Pipe expansion joint DN350 PN16 – 2 pcs - Counter flanges DN350 PN16 – 2 pcs - Counter flanges DN200 PN16 – 1 pc - Counter flanges DN150 PN16 – 1 pc - Reducer DN350/200 – 1 pc - Reducer DN350/150 – 1 pc		set	4				
<b>A6</b>	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-2</b>							

<b>B6</b>	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>	
<b>C6</b>	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A6+B6</b>	
<b>D6</b>	<b>Total amount of VAT</b>	
<b>E6</b>	<b>Total amount, including VAT: C6+D6</b>	

## 7. STACK SYSTEMS

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Inox stack system – Ø1200 mm, vertical height approx. 44 m		pcs	3				
2	Inox stack system – Ø 1200 mm, length of the flue gas canal no. 1 – approx. 12.5 m – developed		set	1				
3	Inox stack system - Ø 1200 mm, length of the flue gas canal no. 2 – approx. 10.5 m – developed		set	1				
4	Inox stack system – Ø 1200 mm, length of the flue gas canal no. 3 – approx. 3 m - developed		set	1				
<b>A7</b>	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-4</b>							

<b>B7</b>	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>	
<b>C7</b>	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A7+B7</b>	
<b>D7</b>	<b>Total amount of VAT</b>	
<b>E7</b>	<b>Total amount, including VAT: C7+D7</b>	

## 8. HEAT EXCHANGERS

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Heat exchangers for indirect thermal energy supply system for consumers		pcs	6				
<b>A8</b>	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-1</b>							
<b>B8</b>	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
<b>C8</b>	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A8+B8</b>							
<b>D8</b>	<b>Total amount of VAT</b>							
<b>E8</b>	<b>Total amount, including VAT: C8+D8</b>							

## 9. WATER COLLECTORS

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	<b>Starting hot water collector</b> Ø1700x3000 mm, for receiving hot water from the boilers, with necessary connections, measuring instruments, supports, thermally insulate		set	1				
2	<b>Return hot water collector</b> Ø700x3000 mm, for receiving hot water from the plate-drum heat exchangers, with necessary connections, measuring instruments, supports, thermally insulated		set	1				
3	<b>Return hot water collector</b> Ø700x3000 mm, for taking hot water to the boilers, with necessary connections, measuring instruments, supports, thermally insulated		set	1				

<b>A9</b>	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-3</b>	
<b>B9</b>	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>	
<b>C9</b>	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A9+B9</b>	
<b>D9</b>	<b>Total amount of VAT</b>	
<b>E9</b>	<b>Total amount, including VAT: C9+D9</b>	

## 10.ARMATURES

No.	NAME	Producer	Unit of measure	Amount	Unit price without VAT	Unit price including VAT	Total price without VAT	Total price including VAT
1	2	3	4	5	6	7	8	9
1	Armatures on the piping line – boilers – starting collector VV.K1.F, VV.K2.F, VV.K3.F		set	1				
2	Armatures on the piping line – starting collector – plate-drum heat exchanger VV.I1.F, VV.I2.F, VV.I3.F		set	1				

3	Armatures on the piping line – plate-drum heat exchanger – return hot water collector VV.I1, VV.I2, VV.I3		set	1				
4	Armatures on the piping line – return hot water collector – returning water to the boilers VV.K1.R, VV.K2.R, VV.K3.R		set	1				
5	Water flow meter		pcs	3				
A10	<b>Amount without VAT without additional expenses for transport, insurance, customs fees and other expenses: 1-5</b>							
B10	<b>Additional expenses for transport, insurance, customs fees and other expenses</b>							
C10	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: A10+B10</b>							
D10	<b>Total amount of VAT</b>							
E10	<b>Total amount, including VAT: C10+D10</b>							

**SUMMARY TABLE**  
**For bid ranking**

No.	NAME	Total amount without VAT but including additional costs from row C in previous tables from 1-9
1	<b>1.Boiler</b>	
2	<b>2.Burner – dual fuel gas/heavy fuel oil</b>	
3	<b>3. Heavy fuel oil duct</b>	
4	<b>4. Electric control cabinet – cascade</b>	
5	<b>5. Economizer pumps</b>	
6	<b>6. Circulation boiler pump</b>	
7	<b>7. Stack system</b>	
8	<b>8. Heat exchangers</b>	
9	<b>9. Water collectors</b>	
10	<b>10. Armatures</b>	
11	<b>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses: 1-10</b>	
12	<b>Total amount of VAT: D1-D10</b>	
13	<b>Total amount, including VAT: 11+12</b>	

**Instructions on how to fill in the specification form**

The form is filled in by the Bidders according to the following instructions:

- In column 3, **WITHOUT FAIL** write the manufacturer of the requested goods
- In column 6, write the amount of the unit price without VAT for the subject of the public procurement
- In column 7, write the amount of the unit price with VAT for the subject of public procurement

- In column 8, write the total price excluding VAT for the subject of the public procurement by multiplying the unit price without VAT (indicated in column 6) with the quantities requested in column 5.
- In column 9, write the total price including VAT for the subject of the public procurement by multiplying the unit price including VAT (indicated in column 7) with the required quantities indicated in column 5.
- In rows marked with "A", the bidder shall write the amount without VAT, without additional costs for transport, insurance, customs fees and other costs. In rows marked with "B", the Bidder shall write only the amount of additional costs for transport, insurance, customs fees and other costs, in the "C" total amount, VAT excluded, with additional costs for transport, insurance, customs fees and other costs, in the row "D" the total amount of VAT for the row "C" and finally, in the row "E" the Bidder enters the total amount with VAT. If the Bidder has no additional costs and/or VAT, in the fields "B" and "D" enter "/" or "0".
- In the summary table for the ranking of bids, the Bidder enters the total amount excluding VAT with additional costs from the order C for all 10 tables and in the end, declares the sum of all the total values without VAT with additional costs, so that the total amount is paid without VAT with additional costs for transport, insurance, customs fees and other costs: 1-10. In addition, the Bidder writes the total amount of VAT and the total amount with VAT.

**NOTE:**

**-If "0.00" is entered in the fields, it will be understood that the subject position is offered free of charge**

**-If in the fields envisaged for the positions in the tables are "/" or the field is left blank, etc., the Purchaser will consider that the Bidder does not offer the item and the bid will be rejected as unacceptable. The unit price must contain all the basic elements of the price structure.**

Date: -----

Signature of the authorized person for Bidder

Place: -----

M.P.

-----

*Note: The Bidder (the Contractor in the case of a joint offer), fills the form and seal it and sign by the authorized person*



## PRICE STRUCTURE FORM

**Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

<b>1</b>	<i>Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses from row 11 of the summary table</i>	
<b>2</b>	<i>VAT rate</i>	
<b>3</b>	<i>VAT amount on the total price</i>	
<b>4</b>	<i>TOTAL AMOUNT including VAT</i>	

**The price structure form bidders will filled in as follows:**

- under item 1, the Bidder writes the Total amount without VAT and with the additional expenses for transport, insurance, customs fees and other expenses from the row 11 of the summary table from the specification form.
- under point 2, the Bidder writes the VAT rate (10, 20, 22 or any other rate which depends on the goods offered and the VAT Rules of the country from which the Bidder is)
- under point 3, the Bidder writes VAT on the total amount from the row 12 of the summary table for the ranking of bids
- under point 4, the Bidder writes the total amount with VAT from the row 13 of the summary table for the ranking of bids

The total amount must contain all the basic elements of the price structure.

The prices given in the offer are fixed and can not be changed.

The bidder is obligated to fill in all the elements from the price structure form in the table and sign the price structure form and seal, which confirms that the given data are correct.

place: ..... M. P.      Signature of the authorized person  
date: ..... \_\_\_\_\_

*Note: The Bidder (the Contractor in the case of a joint offer), fills the form and seal it and sign by the authorized person*

**STATEMENT ABOUT THE TECHNICAL CAPACITY FOR BOLIERS SERVICE**

**Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

The responsible person of Bidder gives the following:

**STATEMENT**

Under full material and criminal responsibility as the responsible person of the Bidder \_\_\_\_\_ with headquarters in \_\_\_\_\_, I declare that we have at least one authorized service approved from the boiler manufacturer for post-sale service of **boilers** in the warranty and **post-warranty period of 5 years** for the Realization PP No. 1.1.47 / 2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** and that in case Purchaser needs to inspect the technical capacity at the stage of professional evaluation of bids and a decision on awarding the contract, deliver the required evidence **exclusively** for service center listed in the following table:

No	Name of the service shop/center	Address of the service shop/center	Tax ID (tax indetification number)	Identification number	Telephone/fax/ email
1.					

*Note: In the table, the Bidder must **WITHOUT FAIL** fill all the columns so that the Commission for this public procurement can check whether it is an active business entitiy. If the said columns are not filled, the Bidder's offer will be assessed as inadequate and therefore unacceptable.*

**In the phase after the signing of the contract (at the contract execution stage)** in case the service center/shop is closed, we will provide to the Purchaser another service center, but this service center/shop must also be an authorized service center/shop by the manufacturer of boilers for post-sale service and we will subsequently provide the evidence required by this tender documentation. Also, if the service center/shop is moved to another location, we will promptly notify the Purchaser of the new address and phone number and provide the necessary evidence required by this tender documentation in the shortest possible time.

Date

\_\_\_\_\_

M.P.

Bidder's signature

\_\_\_\_\_

**STATEMENT ABOUT THE TECHNICAL CAPACITY FOR BURNER SERVICE**

**Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

The responsible person of Bidder gives the following:

**STATEMENT**

Under full material and criminal responsibility as the responsible person of the Bidder \_\_\_\_\_ with headquarters in \_\_\_\_\_, I declare that we have at least one authorized service approved from the burner manufacturer for post-sale service of **burners** in the warranty and **post-warranty period of 5 years** for the Realization PP No. 1.1.47 / 2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** and that in case Purchaser needs to inspect the technical capacity at the stage of professional evaluation of bids and a decision on awarding the contract, deliver the required evidence **exclusively** for service center listed in the following table:

No	Name of the service shop/center	Address of the service shop/center	Tax ID (tax indetification number)	Identification number	Telephone/fax/ email
1.					

*Note: In the table, the Bidder must **WITHOUT FAIL** fill all the columns so that the Commission for this public procurement can check whether it is an active business entitiy. If the said columns are not filled, the Bidder's offer will be assessed as inadequate and therefore unacceptable.*

**In the phase after the signing of the contract (at the contract execution stage)** in case the service center/shop is closed, we will provide to the Purchaser another service center, but this service center/shop must also be an authorized service center/shop by the manufacturer of burners for post-sale service and we will subsequently provide the evidence required by this tender documentation. Also, if the service center/shop is moved to another location, we will promptly notify the Purchaser of the new address and phone number and provide the necessary evidence required by this tender documentation in the shortest possible time.

Date

\_\_\_\_\_

M.P.

Signature of the authorized person of the Bidder

\_\_\_\_\_

**STATEMENT ABOUT TECHNICAL CAPACITY FOR EXCHANGERS SERVICE**

**Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

The responsible person of Bidder gives the following:

**STATEMENT**

Under full material and criminal responsibility as the responsible person of the Bidder \_\_\_\_\_ with headquarters in \_\_\_\_\_, I declare that we have at least one authorized service approved from the exchanger manufacturer for post-sale service of **exchangers** in the warranty and **post-warranty period of 5 years** for the Realization PP No. 1.1.47 / 2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** and that in case Purchaser needs to inspect the technical capacity at the stage of professional evaluation of bids and a decision on awarding the contract, deliver the required evidence **exclusively** for service center listed in the following table:

No	Name of the service shop/center	Address of the service shop/center	Tax ID (tax identification number)	Identification number	Telephone/fax/ email
1.					

*Note: In the table, the Bidder must **WITHOUT FAIL** fill all the columns so that the Commission for this public procurement can check whether it is an active business entity. If the said columns are not filled, the Bidder's offer will be assessed as inadequate and therefore unacceptable.*

**In the phase after the signing of the contract (at the contract execution stage)** in case the service center/shop is closed, we will provide to the Purchaser another service center, but this service center/shop must also be an authorized service center/shop by the manufacturer of exchangers for post-sale service and we will subsequently provide the evidence required by this tender documentation. Also, if the service center/shop is moved to another location, we will promptly notify the Purchaser of the new address and phone number and provide the necessary evidence required by this tender documentation in the shortest possible time.

Date

\_\_\_\_\_

M.P.

Signature of the authorized person

\_\_\_\_\_

**STATEMENT ABOUT TECHNICAL CAPACITY FOR SERVICE OF PUMPS**

**Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

The responsible person of Bidder gives the following:

**STATEMENT**

Under full material and criminal responsibility as the responsible person of the Bidder \_\_\_\_\_ with headquarters in \_\_\_\_\_, I declare that we have at least one authorized service approved from the pump manufacturer for post-sale service of **pumps** in the warranty and **post-warranty period of 5 years** for the Realization PP No. 1.1.47 / 2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** and that in case Purchaser needs to inspect the technical capacity at the stage of professional evaluation of bids and a decision on awarding the contract, deliver the required evidence **exclusively** for service center listed in the following table:

No	Name of the service shop/center	Address of the service shop/center	Tax ID (tax identification number)	Identification number	Telephone/fax/ email
1.					

*Note: In the table, the Bidder must **WITHOUT FAIL** fill all the columns so that the Commission for this public procurement can check whether it is an active business entity. If the said columns are not filled, the Bidder's offer will be assessed as inadequate and therefore unacceptable.*

**In the phase after the signing of the contract (at the contract execution stage)** in case the service center/shop is closed, we will provide to the Purchaser another service center, but this service center/shop must also be an authorized service center/shop by the manufacturer of pupms for post-sale service and we will subsequently provide the evidence required by this tender documentation. Also, if the service center/shop is moved to another location, we will promptly notify the Purchaser of the new address and phone number and provide the necessary evidence required by this tender documentation in the shortest possible time.

Date

\_\_\_\_\_

M.P.

Signature of the authorized person for Bidder

\_\_\_\_\_

### Reference list for boilers

**For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac**

No.	REFERENCE PURCHASER/TYPE OF GOODS	CONTACT PERSON/TEL. NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		

*Note: The bidder completes the reference list for the least delivered 4 boiling water or hot water boilers with a minimum capacity of 8 MW at any time during the last 5 years. The bidder does not have to fill all 7 positions.*

Indicate the Purchaser and the type of goods (contact persons and telephone numbers of the above-mentioned Purchasers) at any time in the period from 01.11.2012. until 01.11.2017. The reference is acknowledged even if the Bidder was a member of the joint bid and if he was a subcontractor, but only if he has sold and delivered those goods that according to the technical description correspond to the requested goods.

Time and date:

\_\_\_\_\_

**Bidder:**

M.P

\_\_\_\_\_

### Reference list for burners

For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac

No.	REFERENCE PURCHASER/TYPE OF GOODS	CONTACT PERSON/TEL. NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		

*Note: The bidder completes the reference list for the least delivered 4 combined burner gas/heating oil with a minimum capacity of 8 MW (corresponding to the nominal capacity of the boiler to which the burner is mounted) any time in the last 5 years. The bidder does not have to fill all 7 positions.*

Indicate the Purchaser and the type of goods (contact persons and telephone numbers of the above-mentioned Purchasers) at any time in the period from 01.11.2012. until 01.11.2017. The reference is acknowledged even if the Bidder was a member of the joint bid and if he was a subcontractor, but only if he has sold and delivered those goods that according to the technical description correspond to the requested goods.

Time and date:

\_\_\_\_\_

**Bidder:**

M.P

\_\_\_\_\_



### Reference list for exchangers

For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac

No.	REFERENCE PURCHASER/TYPE OF GOODS	CONTACT PERSON/TEL. NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		

*Note: The Bidder fills out the reference list for the least 4 delivered water/water exchangers with a minimum capacity of 8 MW at any time during the last 5 years. The bidder does not have to fill all 7 positions.*

Indicate the Purchaser and the type of goods (contact persons and telephone numbers of the above-mentioned Purchasers) at any time in the period from 01.11.2012. until 01.11.2017. The reference is acknowledged even if the Bidder was a member of the joint bid and if he was a subcontractor, but only if he has sold and delivered those goods that according to the technical description correspond to the requested goods.

Time and date:

\_\_\_\_\_

**Bidder:**

M.P

\_\_\_\_\_

**CUSTOMER'S CONFORMATION FOR BOILERS**

**For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac**

**The name of the Purchaser:** Energetika d.o.o. Kragujevac  
**Address:** Kosovska 4A, 34000 Kragujevac, Republic of Serbia  
**Contact Office:** Public procurement Office Energetika d.o.o.  
**E-mail:** jnabavka@energetika-kragujevac.com

**C O N F I R M A T I O N**

We confirm that the Bidder \_\_\_\_\_ in the previous 5 (five) years in the period from 01.11.2012. until 01.11.2017. **sold and delivered at least 4 hot water or boiling water boilers with a minimum capacity of 8 MW according to the contract/s no.:**

1. \_\_\_\_\_ concluded \_\_\_\_\_ 201\_ , boiler capacity  
\_\_\_\_\_
2. \_\_\_\_\_ concluded \_\_\_\_\_ 201\_ , boiler capacity  
\_\_\_\_\_
3. \_\_\_\_\_ concluded \_\_\_\_\_ 201\_ , boiler capacity  
\_\_\_\_\_
4. \_\_\_\_\_ concluded \_\_\_\_\_ 201\_ , boiler capacity  
\_\_\_\_\_
5. \_\_\_\_\_ concluded \_\_\_\_\_ 201\_ , boiler capacity  
\_\_\_\_\_

We confirm with full material and criminal responsibility that the goods were acquired within the agreed time and quality without the complaint from the Customer.

Customer,

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

\_\_\_\_\_

Sign by authorized person

M.P.

\_\_\_\_\_

- The form is filled out, signed and certified by the buyer to whom the goods were delivered under the contract.
- **Copy this template in the required number of copies for each customer individually.** Customers do not have to fill all 5 positions in the name of the signed contracts. In case you need to fill in more than 5 positions, copy the customer confirmation form in the required number of copies. The number of sold and delivered boilers must be the same as given in the form Referenc list for boilers (Form 6). **The form must be signed and sealed** by the authorized person of the buyer.

### CUSTOMER'S CONFORMATION FOR BURNERS

**For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac**

**The name of the Purchaser:** Energetika d.o.o. Kragujevac  
**Address:** Kosovska 4A, 34000 Kragujevac, Republic of Serbia  
**Contact Office:** Public procurement Office Energetika d.o.o.  
**E-mail:** jnabavka@energetika-kragujevac.com

### C O N F I R M A T I O N

We confirm that the Bidder \_\_\_\_\_ in the previous 5 (five) years in the period from 01.11.2012. until 01.11.2017. **sold and delivered 4 combined burner gas/heavy fuel oil with a minimum capacity of 8 MW (corresponding to the nominal capacity of the boiler to which the burner is mounted according to the contract/s no.:**

The bidder completes the reference list for the least) any time in the last 5 years

1. \_\_\_\_\_ concluded \_\_\_\_\_201\_, capacity of the boiler to which the burner is mounted \_\_\_\_\_
2. \_\_\_\_\_ concluded \_\_\_\_\_201\_, capacity of the boiler to which the burner is mounted \_\_\_\_\_
3. \_\_\_\_\_ concluded \_\_\_\_\_201\_, capacity of the boiler to which the burner is mounted \_\_\_\_\_
4. \_\_\_\_\_ concluded \_\_\_\_\_201\_, capacity of the boiler to which the burner is mounted \_\_\_\_\_
5. \_\_\_\_\_ concluded \_\_\_\_\_201\_, capacity of the boiler to which the burner is mounted \_\_\_\_\_

We confirm with full material and criminal responsibility that the goods were acquired within the agreed time and quality without the complaint from the Customer.

Customer,

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

\_\_\_\_\_

Sign by authorized person

M.P.

\_\_\_\_\_

- The form is filled out, signed and certified by the buyer to whom the goods were delivered under the contract.
- **Copy this template in the required number of copies for each customer individually.** Customers do not have to fill all 5 positions in the name of the signed contracts. In case you need to fill in more than 5 positions, copy the customer confirmation form in the required number of copies. The number of sold and delivered burners must be the same as given in the form Referenc list for burners (Form 7). **The form must be signed and sealed** by the authorized person of the buyer.

## CUSTOMER'S CONFORMATION FOR EXCHANGERS

**For PP No. 1.1.47/2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I – Purchaser Energetika d.o.o. Kragujevac**

**The name of the Purchaser:** Energetika d.o.o. Kragujevac  
**Address:** Kosovska 4A, 34000 Kragujevac, Republic of Serbia  
**Contact Office:** Public procurement Office Energetika d.o.o.  
**E-mail:** jnabavka@energetika-kragujevac.com

### C O N F I R M A T I O N

We confirm that the Bidder \_\_\_\_\_ in the previous 5 (five) years in the period from 01.11.2012. until 01.11.2017. **sold and delivered 4 exchangers water/water with a minimum capacity of 8 MW according to the contract/s no.:**

1. \_\_\_\_\_ **concluded** \_\_\_\_\_ **201**\_\_
2. \_\_\_\_\_ **concluded** \_\_\_\_\_ **201**\_\_
3. \_\_\_\_\_ **concluded** \_\_\_\_\_ **201**\_\_
4. \_\_\_\_\_ **concluded** \_\_\_\_\_ **201**\_\_
5. \_\_\_\_\_ **concluded** \_\_\_\_\_ **201**\_\_

We confirm with full material and criminal responsibility that the goods were acquired within the agreed time and quality without the complaint from the Customer.

Customer,

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

\_\_\_\_\_

Sign by authorized person

M.P. \_\_\_\_\_

- The form is filled out, signed and certified by the buyer to whom the goods were delivered under the contract.
- **Copy this template in the required number of copies for each customer individually.** Customers do not have to fill all 5 positions in the name of the signed contracts. In case you need to fill in more than 5 positions, copy the customer confirmation form in the required number of copies. The number of sold and delivered exchangers must be the same as given in the form Referenc list for exchangers (Form 8). **The form must be signed and sealed** by the authorized person of the buyer.

**STATEMENT OF AN INDIPENDENT BID**

In accordance with Articles 26 and 61, paragraph 4, item 9 of the Public Procurement Law ("Official Gazette of RS" No. 124/2012, No. 14/15, No.68 / 15), under full material and criminal responsibility, as I hereby make the following statement:

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

We declare that the bid number \_\_\_\_\_, from \_\_\_\_\_2018 we prepared according to the call for bid and tender documentation for PP 1.1.47 / 2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with combined natural gas powered and heavy fuel oil-powered boilers, - Phase I is submitted independently, without agreement with other bidders or interested parties.

Date:

Sign by authorized person for Bidder:

\_\_\_\_\_

M.P.

\_\_\_\_\_

*Note: Bidder (Contractor in the case of joint bid), fills the form and seal and sign by the authorized person.*

**BID PREPARATION COSTS FORM**

In accordance with Article 88 of the PPL Paragraph 1 ("Official Gazette of the Republic of Serbia" No. 124/2012, No. 14/15, No.68 / 15), we submit the structure of the costs incurred in preparing the bid number \_\_\_\_\_ from \_\_\_\_\_ 2018 in open public procurement procedure 1.1.47 / 2017– **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**

No.	The type of costs	Amount (RSD)
1		
2		
3		
4		

date: \_\_\_\_\_

M.P.

Signature of the authorized person for  
Bidder

\_\_\_\_\_

**Note:** The Bidder may, within the Bid, to include the total amount and structure of the cost for preparing a bid which consists of the cost of producing a sample or model, if they are made in accordance with the technical specifications of the Purchaser and the cost of obtaining the security means.

The costs of preparing and submitting the bid are borne exclusively by the Bidder and can not be reimbursed by the Purchaser.

**The form of the bid preparation costs under the PPL of the Republic of Serbia does not represent the obligatory content of the bid and the Bidders are not obligated to fill it and submit it.**

The Bidder (Contractor in the case of a joint bid) shall fill in the form and seal and sign by the authorized person.



**STATEMENT OF OBLIGATION COMPLIANCE  
REFERRED TO IN ART. 75. ST. 2. LAW**

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

\_\_\_\_\_ makes a statement:  
(Name and head office of the bidder)

**STATEMENT**

I declare under full material and criminal responsibility that the Bidder has complied with the obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection, and that the Bidder has no ban on performing the activity in force at the time of submission of the offer.

The statement is given in order to participate in the open procedure of public procurement 1.1.47/ 2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** of the Purchaser "Energetika" d.o.o Kragujevac.

In \_\_\_\_\_, date: \_\_\_\_\_ year

M.P

Signature of the authorized person

\_\_\_\_\_

*Note: If an offer is submitted by a group of bidders, it is necessary to photocopy the statement form in sufficient number of copies and fill in by the Contractor of the group of bidders, as well as for each member of the group of bidders individually. The form is filled in, signed and sealed by member of the group to which the statement relates.*

*If the bidder entrusts to the subcontractor partial execution of the procurement, it is necessary to photocopy and fill in the above declaration form for both the bidder and the subcontractor.*

**-STATEMENT OF BANK ABOUT THE INTENTION OF ISSUING BANK WARRANTY-**

**USER:** Full name and head office: Energetika doo, Kosovska 4A, 34000 Kragujevac, Republic of  
(creditor) Serbia  
Tax ID: 101576503, Identification number: 17006100  
Account number: 160-1999-93 at: Intesa banca,

**BANK:** Full name and head office: \_\_\_\_\_  
Tax ID: \_\_\_\_\_, Identification number: \_\_\_\_\_

**STATEMENT**

The authorized person for Bank on behalf of the bank declares under full material and criminal responsibility that the Bidder \_\_\_\_\_ (enter the name of the Bidder) our active client, have open current account in our bank and that he for the Purchaser Energetika d.o.o., Kosovska 4a, 34000 Kragujevac, Republic of Serbia shall issue **bank guarantees for the good execution of work subject of the Framework Agreement to the amount of 5% of the value of the Framework Agreement and each individual contract signed under the Framework Agreement** to the amount of 10% of the value of each individual contract under the Framework Agreement, and all based on tender documentation of the Purchaser in the open procedure of public procurement 1.1.47 / 2017 - **Reconstruction of the Boiler Room "ZASTAVA" for the purpose of replacing part of the capacity of coal-fired boilers with combined natural gas-powered and heavy fuel oil-powered boilers - Phase I** and bid number \_\_\_\_\_ (enter the bid number) of our client \_\_\_\_\_ (enter the name of the bidder).

In \_\_\_\_\_, date: \_\_\_\_\_.

M.P                      Bank's authorized person signature

\_\_\_\_\_

*Note: If a bid is submitted by a group of bidders it is necessary that the stated declaration form is completed and sealed by the bank in which the active current account is opened by a member of a group of bidders that, by agreement between the members of the group of bidders, is designated as the Contractor or a member of the group designated by the same agreement for issuing security means. The form fills, sign and authenticate by a seal the bank's authorized person.*

*If by an agreement is determinated that more than one bidder issues security means, it is necessary that the photocopies of the statement in question be photocopied in the required number of copies. The Purchaser will also accept the bank statement about the intention to issue a bank guarantee and on the bank's memorandum if it contains a text that is identical to the one in the form 15.*

**-PROMISSORY NOTE MODEL FOR SERIOUSNESS OF BID-**

**Promissory note - authorization - for seriousness of bid**  
**Pursuant to the Law on Bills points 1, 2 and 6 of the Decision on the form, content and method of using unique payment instruments**

**DEBTOR:** \_\_\_\_\_ (enter the appropriate debtor-issuing Promissory note), **ID:** \_\_\_\_\_, **VAT:** \_\_\_\_\_, **ACCOUNT:** \_\_\_\_\_ **CODE OF THE BANK:** \_\_\_\_\_

**ISSUED BY**

**PROMISSORY NOTE - AUTHORIZATION**  
**- for the user of blank promissory note -**

**USER (Creditor): Energetika doo, Kosovska 4A, 34000 Kragujevac, ID: 17006100, VAT: 101576503, CURRENT ACCOUNT: 160-1999-93 at Intesa Bank.**

For securing of the realization of contractual obligations in the public procurement procedure of services number 1.1.47 / 2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I, which will be implemented in the open public procurement procedure, we will attach to you a blank promissory note, a serial number: \_\_\_\_\_.

We authorize you as the Trustee to fill in the promissory note, given for the prpose of the seriousness of the bid, to the amount of 10% of the total amount of bid without VAT, i.e., to the amount of \_\_\_\_\_ RSD and written amount (\_\_\_\_\_) and we authorize you as the Trustee to unconditionally and irrevocably, without protest and expense, in an out-of-court manner, in accordance with applicable regulations, collect your receivables from all our accounts as Debtor - issuer of promissory note of cash, or other assets.

The bill is valid also in the event that during the term of realization of the said contract there are: changes of the authorized persons to represent a legal person, changes of persons authorized to dispose of funds from the debtor's account, change of seals, status changes at the debtor, establishment of new legal entities by the Debtor and other changes important for legal transactions.

The debtor gives up the right to withdraw this authorization, for giving an objection to the debit and to reverse the liability for collection on this basis.

The bill has been signed by an authorized person for the representation of the Debtor \_\_\_\_\_ (enter the name and surname of the authorized person).

This billing letter - the authorization is made in 2 (two) identical copies, of which 1 (one) copy is for the creditor, and 1 (one) will be retained by the Debtor.

The validity of the promissory note is at least as the validity of the bid.

DEBTOR – ISSUER OF PROMISSORY NOTE  
M.P.

\_\_\_\_\_  
Signature of the authorized person

***NOTE: The promissory note for the user of the blank promissory note is filled in, sealed and signed by an authorized person and is obligated to submit it along with the bid, together with a blank promissory note, a copy of the signed signature authentication paper and a copy of the application for registration of the promissory note certified by a commercial bank registered in Register of Promissory notes of the National Bank of Serbia or the National Bank of the country in case of the foreign bidders.***

**-PROMISSORY NOTE MODEL FOR REFUND OF ADVANCE PAYMENT-**

Pursuant to the Law on Bills points 1, 2 and 6 of the Decision on the form, content and method of using unique payment instruments

**DEBTOR:** \_\_\_\_\_ (Full name of the appropriate debtor-issuing Promissory note),  
**ID:** \_\_\_\_\_, **VAT:** \_\_\_\_\_,  
**ACCOUNT:** \_\_\_\_\_ **BANK:** \_\_\_\_\_

**ISSUED BY**  
**PROMISSORY NOTE - AUTHORIZATION**  
**- for the user of blank promissory note -**

**USER:** Full name and head office: Energetika doo, Kosovska 4A, 34000 Kragujevac  
**(creditor)** VAT: 101576503, Identification number: 17006100  
 Bank account: 160-1999-93 at: Intesa banca,

We give to You 1 (one) signed and certified, blank promissory note, ser. number \_\_\_\_\_ as a financial security instrument for the refund of advance payment and We hereby authorize Energetika doo, Kosovska 4A, 34000 Kragujevac, as the Trustee, to complete the bill of exchange to the maximum amount of \_\_\_\_\_ dinars (and written \_\_\_\_\_), under Contract no. \_\_\_\_\_ of \_\_\_\_\_. 2018 year (registered with the creditor) and no. \_\_\_\_\_ from \_\_\_\_\_. 2018. (registered with the supplier of goods - debtor) as a means of financial security for the **refund of advance payment** in public procurement No. **1.1.47 / 2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, in the value of **10% of the contracted value** of the goods with VAT, if the debtor fails to perform the contracted obligation within the deadline.

Issued blank promissory note Ser.no. \_\_\_\_\_ may be submitted for payment within the maturity specified in the Contract no. \_\_\_\_\_ from \_\_\_\_\_ years (registered with the creditor) and no. \_\_\_\_\_ from \_\_\_\_\_. 2018. year (registered with the supplier of goods-debtor), i.e. no later than the expiration of **30 (thirty) days from the agreed deadline for the completion of the delivery of goods**, and the possible extension of the deadline for the completion of the delivery of goods has the effect of prolonging the validity period of the promissory note, for the same number of days for which the deadline will be extended to complete the delivery of goods.

We authorize Energetika doo, Kosovska 4A, 34000 Kragujevac, as the Trustee, in compliance with the aforementioned condition, to make a collection of matured securities - blank solo promissory note, **unconditionally and irrevocably**, without protest and expense, in an out-of-court manner initiate charge - by issuing payment order charged to the current account of the Debtor

No. \_\_\_\_\_ at \_\_\_\_\_ (Bank name) and in favor of the current account of the creditor no. **160-1999-93 at Intesa Bank.**

The promissory note is valid also in the event that during the term of realization of the contract there are: changes of the authorized persons to represent a legal person, changes of persons authorized to dispose of funds from the debtor's account, change of seals, status changes with the debtor, establishment of new legal entities by the Debtor and others a change in importance to legal transactions.

The bill is valid also in the event that during the term of realization of the said contract there are: changes of the authorized persons to represent a legal person, changes of persons authorized to dispose of funds from the debtor's account, change of seals, status changes at the debtor, establishment of new legal entities by the Debtor and other changes important for legal transactions.

The debtor gives up the right to withdraw this authorization, for giving an objection to the debit and to reverse the liability for collection on this basis.

The bill has been signed by an authorized person for the representation of the Debtor  
\_\_\_\_\_ (enter the name and surname of the authorized person).

This billing letter - the authorization is made in 2 (two) identical copies, of which 1 (one) copy is for the creditor, and 1 (one) will be retained by the Debtor.

Attachment: - card of deposited signatures, request for registration / erasing of promissory note/s

**Place and date of issuing the Authorization:**

DEBTOR – ISSUER OF PROMISSORY  
NOTE

\_\_\_\_\_  
M.P. \_\_\_\_\_  
Signature of the authorized person

**Note:** *Delivery of this promissory note model **is optional**. The model of the promissory note is given in the tender documentation only so that the selected bidder has a model on the basis of which he will fill out the promissory note when submitting a promissory note for the refund of advance payment at the stage of delivery of goods after the signing of the contract on this public procurement.*

**-PROMISSORY NOTE MODEL FOR ELIMINATION OF DEFECT DURING THE WARRANTY PERIOD-**

Pursuant to the Law on Bills points 1, 2 and 6 of the Decision on the form, content and method of using unique payment instruments

**DEBTOR:** \_\_\_\_\_ (enter the appropriate debtor-issuing Promissory note), **ID:** \_\_\_\_\_, **VAT:** \_\_\_\_\_, **ACCOUNT:** \_\_\_\_\_ **CODE OF THE BANK:** \_\_\_\_\_

**ISSUED BY  
PROMISSORY NOTE - AUTHORIZATION  
- for the user of blank promissory note -**

**USER:** Full name and head office: Energetika doo, Kosovska 4A, 34000 Kragujevac  
(creditor) **VAT: 101576503, Identification number: 17006100**  
**Bank account: 160-1999-93 at: Intesa banca,**

We give to You 1 (one) signed and certified, blank promissory note, ser. number \_\_\_\_\_ as a financial security instrument for elimination of defect during the warranty period and We hereby authorize Energetika doo, Kosovska 4A, 34000 Kragujevac, as the Trustee, to complete the bill of exchange to the maximum amount of \_\_\_\_\_ dinars (and written \_\_\_\_\_), under Contract no. \_\_\_\_\_ of \_\_\_\_\_. 2018 year (registered with the creditor) and no. \_\_\_\_\_ from \_\_\_\_\_. 2018. (registered with the supplier of goods - debtor) as a means of financial security for the **elimination of defect during warranty period** in public procurement No. **1.1.47 / 2017 - Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, in the value of **10% of the contracted value** of the goods without VAT, if the debtor fails to perform the contracted obligation within the deadline.

Issued blank promissory note Ser.no. \_\_\_\_\_ may be submitted for payment within the maturity specified in the Contract no. \_\_\_\_\_ from \_\_\_\_\_ year (registered with the creditor) and no. \_\_\_\_\_ from \_\_\_\_\_. 2018 year (registered with the supplier of goods-debtor), i.e. no later than the expiration of **5 (five) days from the agreed deadline for warranty period**, and the possible extension of the deadline for the completion of the delivery of goods has the effect of prolonging the validity period of the promissory note, for the same number of days for which the deadline will be extended to complete the delivery of goods.

We authorize Energetika doo, Kosovska 4A, 34000 Kragujevac, as the Trustee, in compliance with the aforementioned condition, to make a collection of matured securities - blank solo promissory note, **unconditionally and irrevocably**, without protest and expense, in an out-of-court manner initiate charge - by issuing payment order charged to the current account of the Debtor

No. \_\_\_\_\_ at \_\_\_\_\_ (Bank name) and in favor of the current account of the creditor no. **160-1999-93** at **Intesa Bank**.

The promissory note is valid also in the event that during the term of realization of the contract there are: changes of the authorized persons to represent a legal person, changes of persons authorized to dispose of funds from the debtor's account, change of seals, status changes with the debtor, establishment of new legal entities by the Debtor and others a change in importance to legal transactions.

The bill is valid also in the event that during the term of realization of the said contract there are: changes of the authorized persons to represent a legal person, changes of persons authorized to dispose of funds from the debtor's account, change of seals, status changes at the debtor, establishment of new legal entities by the Debtor and other changes important for legal transactions.

The debtor gives up the right to withdraw this authorization, for giving an objection to the debit and to reverse the liability for collection on this basis.

The bill has been signed by an authorized person for the representation of the Debtor \_\_\_\_\_ (enter the name and surname of the authorized person).

This billing letter - the authorization is made in 2 (two) identical copies, of which 1 (one) copy is for the creditor, and 1 (one) will be retained by the Debtor.

Attachment: - card of deposited signatures, request for registration / erasing of promissory note/s

**Place and date of issuing the Authorization:**

DEBTOR – ISSUER OF PROMISSORY  
NOTE

\_\_\_\_\_  
M.P. \_\_\_\_\_  
Signature of the authorized person

**Note:** *Delivery of this promissory note model **is optional**. The model of the promissory note is given in the tender documentation only so that the selected bidder has a model on the basis of which he will fill out the promissory note when submitting a promissory note for the refund of advance payment at the stage of delivery of goods after the signing of the contract on this public procurement.*



### FORM OF STATEMENT FOR PRODUCER OF BOILERS

The producer of boilers which are subject of Public Procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** \_\_\_\_\_ (write the name of producer) declares under full material and criminal responsibility to have following authorized service center/shop for maintainance and repair of boilers from our production program:

Item	Name of the service shop/center	Address of the service shop/center	Tax ID	Identification number	Telephone number/ fax / email
1.					

The Statement is given for participation in Open procedure of public procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, Purshaser „Energetika“ d.o.o. Kragujevac.

In \_\_\_\_\_, date: \_\_\_\_\_ year.

M.P.

Signature of the authorized person

\_\_\_\_\_

**Note:** Form has to be signed and sealed by the **authorized person of producer of boilers**. Also, the producer must **without fail** to fill out all requested data in all 5 columns. Otherwise, the Bidder's bid will be treated as inappropriate and unacceptable.

### FORM OF STATEMENT FOR PRODUCER OF BURNERS

The producer of burners which are subject of Public Procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** \_\_\_\_\_ (write the name of producer) declares under full material and criminal responsibility to have following authorized service center/shop for maintainance and repair of burners from our production program:

Item	Name of the service shop/center	Address of the service shop/center	Tax ID	Identification number	Telephone number/ fax / email
1.					

The Statement is given for participation in Open procedure of public procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, Purshaser „Energetika“ d.o.o. Kragujevac.

In \_\_\_\_\_, date: \_\_\_\_\_ year.

M.P.

Signature of the authorized person

\_\_\_\_\_

***Note:** Form has to be signed and sealed by the **authorized person of producer of burners**. Also, the producer must **without fail** to fill out all requested data in all 5 columns. Otherwise, the Bidder's bid will be treated as inappropriate and unacceptable.*

### FORM OF STATEMENT FOR PRODUCER OF HEAT EXCHANGERS

The producer of heat exchangers which are subject of Public Procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** \_\_\_\_\_ (write the name of producer) declares under full material and criminal responsibility to have following authorized service center/shop for maintainance and repair of heat exchangers from our production program:

Item	Name of the service shop/center	Address of the service shop/center	Tax ID	Identification number	Telephone number/ fax / email
1.					

The Statement is given for participation in Open procedure of public procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, Purshaser „Energetika“ d.o.o. Kragujevac.

In \_\_\_\_\_, date: \_\_\_\_\_ year.

M.P.

Signature of the authorized person

\_\_\_\_\_

*Note: Form has to be signed and sealed by the **authorized person of producer of heat exchangers**. Also, the producer must **without fail** to fill out all requested data in all 5 columns. Otherwise, the Bidder's bid will be treated as inappropriate and unacceptable.*

### FORM OF STATEMENT FOR PRODUCER OF PUMPS

The producer of pumps which are subject of Public Procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I** \_\_\_\_\_ (write the name of producer) declares under full material and criminal responsibility to have following authorized service center/shop for maintainance and repair of pumps from our production program:

Item	Name of the service shop/center	Address of the service shop/center	Tax ID	Identification number	Telephone number/ fax / email
1.					

The Statement is given for participation in Open procedure of public procurement procedure No. 1.1.47/2017 - **Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**, Purshaser „Energetika“ d.o.o. Kragujevac.

In \_\_\_\_\_, date: \_\_\_\_\_ year.

M.Π

Signature of the authorized person

\_\_\_\_\_

**Note:** Form has to be signed and sealed by the **authorized person of producer of pumps**. Also, the producer must **without fail** to fill out all requested data in all 5 columns. Otherwise, the Bidder's bid will be treated as inappropriate and unacceptable.

## PUBLIC PROCUREMENT FRAMEWORK AGREEMENT MODEL

### Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I

Concluded between:

**ENERGETIKA d.o.o** head office in Kragujevac, Kosovska 4A

Tax ID: 101576503, Identification number: 17006100 Telephone: 034/ 304-783

Fax: 034 /304-783, represented by **Milan Ćirović**, Mechanical Engineer.

(Hereinafter: **Purchaser**)

and

.....

Head office ....., Street ....., Tax

ID:..... Identification number: .....

Telephone:.....Fax:

Represented by.....

(Hereinafter: **Contractor**)

(Contractor gives joint bid with Subcontractor/ member of the group .....,  
Street ....., Identifcaiton number: ....., Tax  
number: .....

from .....)

(Contractor gives joint bid with Subcontractor/ member of the group .....,  
Street ....., Identifcaiton number: ....., Tax  
number: .....

from .....)

## SUBJECT OF THE FRAMEWORK AGREEMENT

### Article 1

The Parties to the Framework Agreement consent to conclude:  
- that the Purchaser in accordance with the Law on Public Procurement ("Official Gazette of the Republic of Serbia" No. 124/12, 14/15, 68/15, hereinafter: the Law), conducted an open procedure for public procurement of goods number 1.1.47 **"Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with**

**the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I“** with the aim of concluding a framework agreement with one bidder for a period of two years; - that the Purchaser has issued the Decision on the conclusion of the framework agreement number \_\_\_\_\_ date \_\_\_\_\_ year, in accordance with which this framework agreement is concluded between the Purchaser and the Contractor; - that the Contractor has submitted the Bid no. \_\_\_\_\_ date \_\_\_\_\_ year, which forms an integral part of this Framework Agreement (hereinafter: Contractor's Bid);

**The Framework Agreement is concluded with one bidder for a period of two years.** The Purchaser may conclude one or more contracts on the bases of this Framework Agreement. Any contract awarded by the Purchaser arising from this Framework Agreement shall be concluded directly with the other signatory of this Framework Agreement applying the conditions provided by this Framework Agreement and the bids submitted in the public procurement. **When concluding the Contract arising from Framework Agreement, the parties can not change the essential requirements prescribed by this Framework Agreement.**

**The contract (s) signed on the basis of this Framework Agreement will last one year from the moment of signature or until the expiration of all agreed funds, the sooner it is presented.**

**This Framework Agreement does not represent the obligation of the Purchaser to conclude a public procurement contract and the execution of the procurement under this Framework Agreement. The obligation arises from the conclusion of an individual public procurement contract based on this Framework Agreement.**

## Article 2

The Contractor is obligated to perform the successive delivery of the goods on each contract as required by the Purchaser, in the period of validity of each individual contract, and in accordance with the conditions and description from the adopted Bid of Contractor no. \_\_\_\_\_ from \_\_\_\_\_ 2018, which, together with the Price structure form, with other documentation from the Bid and the Tender Documentation, forms an integral part of this Framework Agreement.

After the conclusion of the Framework Agreement, when the Purchaser's need for the goods arises, the Purchaser will send to the Contractor an invitation to submit a bid for concluding individual contracts. The bid must contain the price, the type of goods to be delivered, and the delivery deadline that can not deviate from the original offer of the Contractor on the basis of which the Framework Agreement was signed.

The deadline for submission of the bid is two days from the moment the invitation to bid is submitted by the Purchaser. The invitation will be sent to the address of the Contractor electronically, and the Contractor is obligated to confirm receipt of the request for the bid. The Contractor is obligated to submit its bid, with the above-listed obligatory elements, at the requested time, at the address of the Purchaser electronically.

If the offer is delivered in full in accordance with this Framework Agreement, the Purchaser shall deliver to the Contractor a signed contract within 3 days from the date of submission of the

offer. The Contractor is obliged to return the signed and authenticated contract within 7 days from the date of the contract submission by the Purchaser.

### **THE PRICE** **Article 3**

The Purchaser may conclude one or more contracts arising from this Framework Agreement, however, the sum of all the value of the signed contracts, exclusive of VAT from this Framework Agreement, may not exceed the total amount of the bid without VAT, which amounts \_\_\_\_\_ RSD/EUR (the Bidder rounds).

Unit prices excluding VAT are set out in the Bid Form, in the Price Structure Form and the Specification Form.

All costs incurred by the Bidder in the form of transport-transport in the DDP (Delivered Duty Paid) are included in the price - Delivered Duty (Energetika, Kosovska 4A, 34000 Kragujevac, Republic of Serbia), insurance of goods being transported and customs duty costs if the goods are imported from abroad and other accompanying costs that the bidder has during the realization of the public procurement. The agreed unit prices for each item in the Specification Form and the Price Structure Form are **fixed** for the entire duration of the Framework Agreement.

### **MODE AND DEADLINE** **Article 4**

The Purchaser undertakes to pay 10% of the contracted value of each individual contract concluded from the Framework Agreement - in advance for the goods to be delivered on the account No. \_\_\_\_\_ opened at the commercial bank: \_\_\_\_\_, according to the submitted invoice, within **5 days** from days of receiving the correct calculation. The remaining 90% of the value from the offer will be paid to the Bidder on the aforementioned account within 45 days, from the moment of delivered correct invoice of the Contractor, and after the delivered goods and the quantitative and qualitative checks performed by the Contractor according to the submitted documentation accompanying the delivered goods. The Purchaser is entitled to return the invoice to the Contractor for the correction if he determines that the same has not been made in accordance with the unit prices defined in the Specification form and Price Structure Form that are an integral part of this Framework Agreement, the exact quantity of delivered products is not entered, the name and address of the Purchaser is not properly written, account number is not good or contains other defects, with the obligation of the Contractor to deliver a new correct invoice. **From the date of receipt of a new correct invoice account, the agreed payment deadline is 45 days.**

**If the Contractor is a domestic bidder:** payment by the Purchaser shall be made exclusively in the RSD. If the prices in bid are given in EUR, for the calculation and payment will be used the average NBS exchange rate on the day of delivery of goods

**If the Contractor is a foreign bidder:** If the amount in the invoice is expressed in EUR, payment by the Purchaser shall be made in EUR.

For a delay in payment, the Contractor is entitled to statutory interest.

## **DEADLINE AND METHOD OF DELIVERY OF GOODS**

### **Article 5**

The Contractor is obligated to perform the delivery of the goods as agreed and according to the rules of the business.

The Contractor undertakes to deliver the goods in accordance with the stated requirements and needs of the Purchaser, specified in the request-order, during the contracted period, successively for each individual contract concluded in the Framework Agreement.

The response time for the service in the warranty period is \_\_\_\_\_ hour/s from the submission of the request-order (fax, e-mail or in an emergency by telephone).

The warranty period for the delivered goods is \_\_\_\_\_ months from the moment of receipt of the goods in the Purchaser's warehouse.

The deadline for delivery of the goods is \_\_\_\_\_ days (maximum 120 days) from the moment of mutual signing of each individual contract from the Framework Agreement.

## **OBLIGATIONS OF THE CONTRACTOR**

### **Article 6.**

The obligations of the Contractor are:

- To deliver the goods that are the subject of this Framework Agreement according to the technical specification and other requirements from the Tender Documentation;
- To provide service centers/maintenance for the goods during the period of warranty and in the **post-warranty period of 5 years** on the territory of the Republic of Serbia;
- To transport and unload the goods in question on the parity DDP - Energetika d.o.o. Kragujevac, Kosovska 4A, 34000 Kragujevac, Republic of Serbia (main location Energetika doo in the territory of the city of Kragujevac);
- To secure the cargo that is being transported and to act in accordance with the prescribed rules in the Rules on the manner of accommodation of the cargo, its security and the marking of the cargo during transport Official Gazette RS 13/13 and other valid acts;
- To promptly submit the accompanying documentation for the goods at the time of unloading (accompanying delivery note, certificates, declaration of properties issued by the manufacturer or importer, and approvals/reports from the accredited laboratory on compliance with the standard);
- To perform the contracted obligations timely, efficiently, professionally with high quality, taking into account the business interests and reputation of the Purchaser;
- To eliminate any deficiencies, irregularities detected and to replace the defective parts that are subject to the guarantee, which are not damaged by the fault of the Purchaser, at the agreed service deadline at the request of the user;
- In case of loss of goods or part of goods during transport, compensates the Purchaser for actual damage in the amount of the market value of the lost goods for which the goods



were purchased, without delay within 20 (twenty) days from the day the damage was found;

- To execute all other contractual obligations under the Contract concluded under this Framework Agreement in accordance with applicable regulations.

**The Contractor undertakes to submit the following documentation along with the delivery of goods:**

- with the boiler and the economizer, a document on the warranty testing performed by an independent accredited organization in the working regime 140/110<sup>0</sup>C,
- with the economizer pump, the original of the test report according to EN 10204-2.2 and EN 12266-1
- along with the armature, the original of the test report according to EN 10204-2.2, EN 12266-1 and EN 60534
- A calibration certificate is delivered with the water flow meter
- With all goods that are subject of public procurement, delivery note, warranty papers, instructions for use and assembly are delivered.

## **OBLIGATIONS OF THE PURCHASER**

### **Article 7**

The obligations of the Purchaser are:

- To determine the person to monitor the implementation of each individual contract signed on the basis of this Framework Agreement;
- When receiving goods that are the subject of this Framework Agreement, determine whether the transport of the goods has been carried out in accordance with the prescribed rules in the Regulations on the manner of accommodation of the cargo, its security and labeling Official Gazette RS No. 13/13 and other valid acts and to perform quantitative and qualitative verification of the delivered goods;
- To take and check the documentation accompanying transported goods during unloading;
- To inform the Contractor on request of all the elements essential for the quality delivery of goods that are the subject of this Framework Agreement.

## **MANNER OF IMPLEMENTATION OF CONTROL AND SECURITY**

### **Article 8**

The Contractor takes responsibility for the quality, quantity and correctness of the supplied goods.

**The quality guarantee for the delivered goods amounts \_\_\_\_\_ month/s (minimum 24 months) from the moment of handover of the goods, according to each individual signed contract.**

In case of any loss of goods that are the subject of this Framework Agreement during the

transport, the Contractor is responsible and is obligated to compensate the damage.

The Contractor is fully responsible for the compliance to the Purchaser in terms of quality order for delivered goods.

## FINANCIAL SECURITY ASSETS

### Article 9

**Promissory note for refund of advance payment** is valid for **30 days longer** than the time of completion of delivery of all the quantities of goods which are the subject of each public procurement contracts arising from the Framework Agreement. After the expiry of that period it will be returned to the selected Bidder with which the Framework Agreement, i.e. contract/s for procurement has been signed. Promissory note for refund of advance payments will be activated in case the Bidder with whom the Framework Agreement/public procurement contract has been signed and to whom has been paid in advance the amount of 10% of the value of a Framework Agreement/contract on public procurement **including** VAT, refuses to deliver or does not deliver all the goods that are subject of public procurement in predicted timeline, and/or if does not deliver promissory note for the elimination of defects in the warranty period during the delivery of goods that are subject of each public procurement contract arising from Framework Agreement.

Within the 7 days from the signing of the Framework Agreement the Bidder is bound to give the Purchaser a bank guarantee **for good execution of work**, to the amount of 5% of the value of the Framework Agreement without the VAT from the Article 3 of this Agreement which is valid **for at least 5 days** after the date of expiry of the Framework Agreement, and no later than the expiration of **sixty (60) days** from the expiry of the Framework Agreement. Also, **the selected Bidder is obligated to give within 7 days after the conclusion of each contract under the framework agreement, to the Purchaser a bank guarantee for good execution of work** for the amount of 10% of the contracted work value without the VAT, valid for at least 5 days after the day of expiration of the contract/s signed arising from the Framework Agreement, or not later than expiry of the **60 (sixty) days** after the expiration of the signed contract/s arising from the Framework Agreement.

The bank guarantee for good execution of work, which is submitted along with the Framework Agreement will be activated in case the Bidder with whom the Framework Agreement has been signed refuses to sign the contract/s of public procurement arising from the Framework Agreements or refuses to submit a bank guarantee for good execution of work within 7 days from the date of signing the contract/s for public procurement arising from the Framework Agreement; a bank guarantee for good execution of work given by the Contractor submitted within 7 days from the date of signing of each contract arising from the Framework Agreement will be activated if Contractor does not deliver the goods or does not deliver all the goods that are the subject of public procurement, does not submit the documentation required by tender documents during the delivery of the goods, and if does not submit the promissory note for reimbursement of advance payments and the elimination of defects during the warranty period.

**Promissory note for the elimination of defects during the warranty period** is valid for **at least 5 days** longer than the expiry of the contractual warranty periods for the good of each

individual contract arising from the Framework Agreement which are subject to public procurement. After expiry of that period it will be returned to the selected Bidder with which the Framework Agreement, i.e. contract/s of procurement has been signed. Promissory note for elimination of defects in the warranty period will be activated in case the Bidder with whom the Framework Agreement/contract/s on public procurement has been signed, rejects at his own expense to correct the deficiencies that have not been generated by the Purchaser, and if he does not perform post-sales service at the request of the Purchaser within the warranty period.

Bank guarantee can be given in RSD or in EUR, while the promissory note should only be given in RSD.

## **COMPENSATION FOR DAMAGES**

### **Article 10**

In accordance with the Law on Obligations, the Supplier is liable for the damage suffered by the Purchaser by failure to fulfill, partially fulfilling or delaying the fulfillment of obligations undertaken by this Framework Agreement.

If the Purchaser sustains damage due to the acts or omissions of the Contractor and if the contracting parties agree on the basis and the amount of damage suffered, the Contractor agrees to compensate the Purchaser with, and the Purchaser has the right to collect the damage compensation without a special notification of the Contractor with the issuance of an appropriate invoice with a payment deadline of 15 (fifteen) days from the date of issue.

No Contracting Party shall be liable for any indirect damage and/or loss of benefit in any form that would be outside the scope of immediate ordinary damage that may arise out of or in connection with this Framework Agreement and/or contracts arising from this Framework Agreement, unless gross negligence or action outside the professional standards for this type of service of the Contractor.

The said limitation/exclusion of liability does not relate to the liability of any contracting party in the event of a breach of obligations relating to the keeping of confidential information.

## **CONTRACTUAL PENALTY**

### **Article 11**

In case the Contractor does not deliver the good under the contract arising from the Framework Agreement by fault, or due to negligence, or human error in the stated time period, or delivers the goods without the documentation, directives, requirements and standards listed in Article 6, paragraphs 2 and 3 of this Framework Agreement, the Contractor is obliged to pay to the Purchaser the contractual penalties, in the amount of 0.2% of the total price excluding VAT, given in bid for each started day of delay, in the maximum amount of 10% of the total price given in bid, excluding VAT .

Payment of penalties in accordance with the preceding paragraph shall be due within 15 (fifteen) days from the date of issuing the invoice by the Purchaser for contract penalties.

Penalty collection can also be made by activating a financial security instrument for the performance of a transaction or breaking of mutual obligations or compensation if there are such obligations between the contracting parties signatories of this Framework Agreement, but in case that the financial security is activated, the contract will be immediately terminated simply by the Purchaser statement without the right of appeal for the other party.

If the Purchaser, due to the delay referred to in paragraph 1 of this Article, suffers a loss greater than the amount of these penalties, he shall be entitled to compensation of the difference between the damage sustained in full and the penalties paid out.

## **CANCELLATION OF THE CONTRACT ARISING FROM THE FRAMEWORK AGREEMENT**

### **Article 12**

Each contracting party may cancel any individual agreement signed arising from the Framework Agreement as well as the Framework Agreement itself for justified reasons, which could not have been foreseen at the time of signing them.

If any contracting party terminates the Framework Agreement/contract without a justified, i.e. objective and provable reason, the other contracting party has the right to charge 10% of the total value of the Framework Agreement/contract for damages due to unjustified cancellation.

In case the Contractor does not deliver the goods within the deadline (pursuant to Article 5 of this Agreement) on the basis of contracts signed arising from this Framework Agreement, or due to negligence, or human error delivers goods without submitting documentation, directives, requirements and standards enumerated in Article 6, Paragraphs 2 and 3 of this Framework Agreement, the Purchaser shall send an official note to the Contractor in order to deliver the requested goods and accompanying documentation, directives, requirements and standards within 5 days. If, after a delay of 5 days after the expiration of a deadline, the Contractor fails to comply with the content of the above mentioned letter, the Purchaser reserves the right to unilateral termination by statement the Framework Agreement/contract signed arising from the Framework Agreement without the right of appeal of the other contracting party.

If the Contractor fails to submit evidence for replacement of personnel at the stage of execution of the Framework Agreement/contract or if he delivers evidence that does not correspond to the evidence required in this tender documentation, the Purchaser will send an official letter to the Contractor in order to provide the evidence within 5 days. If, after a delay of 5 days, the Contractor fails to submit the mentioned evidence, the Purchaser reserves the right to unilateral termination by statement the Framework Agreement/contract signed arising from the Framework Agreement without the right of appeal of the other contracting party.

All mentioned above is also valid for the technical capacity, i.e. if it happens that the Contractor subsequently closes or changes the location (address) of any service center/ store at the stage of execution of the Framework Agreement/contract, he is obligated to inform the Purchaser as soon as possible and to provide evidence that clearly shows the new name and address of the seat, core business, Tax ID and registry number and that he is still an authorized service provider for the relevant public procurement by the manufacturer of the delivered goods.

If the Contractor does not deliver any of the foreseen security instruments within the deadlines, the Purchaser will send an official letter to the Contractor in which he will leave a reasonable deadline for the delivery of the envisaged security, which can not be shorter than 5 days. If the Contractor fails to deliver the provided security, the Purchaser reserves the right to terminate the Framework Agreement/contract arising from the Framework Agreement with a unilateral declaration and, depending on the financial security provided, activate another financial security means in the manner defined in Article 9 of this Framework Agreement.

## **DATA CHANGE**

### **Article 13**

The Contractor is obliged to notify the Purchaser without delay in writing of any change regarding the fulfillment of the conditions in the public procurement procedure that occurs during the validity of the Framework Agreement/contract and to deliver the evidence in the manner determined by the tender documentation which is an integral part of this Framework Agreement and the contracts arising from this Framework Agreement. The above mentioned is particularly related to technical and personnel capacity.

### **Article 14**

In the event of any changes, the Purchaser shall act in accordance with Article 115 of the Law on Public Procurement of the Republic of Serbia in case of amendments to the agreement from the Framework Agreement after concluding and making an annex to the contract.

The Purchaser and the Contractor may, prior to the termination of this Framework Agreement, and due to the increase in the scope of the procurement subject, conclude the Subscription Contracts, without the implementation of the public procurement procedure, for each contract signed arising from this Framework Agreement in accordance with the declaration of will, with the total value of the increased volume by all signed contracts under the Framework Agreement, that will not exceed more than 5% of the value of this agreement without VAT.

Both parties agree to be able to correct any subsequent technical errors detected in the content of this Framework Agreement, which do not affect the essential elements of the contracts signed arising from this Framework Agreement.

## **FORCE MAJEURE**

### **Article 15**

If the force majeure occurs in accordance with the provisions of the Law on Obligations ("Official Gazette of the SFRJ", No. 29/78, 39/85, 45/89 and 57/89, "Official Gazette of SRJ", no. 31/93, 22 / 99 and 44/99) which leads to interference or disruption the obligations defined in

the Framework Agreement and the contract arising from the Framework Agreement, the deadlines for fulfilling the obligations will be extended during the duration of the force majeure.

The Force Majeure implies extreme and extraordinary events that can not be foreseen, which happened without the will and influence of the parties in the Framework Agreement/contract and which could not have been prevented by party affected by a force majeure. Floods, earthquakes, fires, political events (war, riots of larger size, strikes), imperative government decisions (import and export ban) and so on may be considered as a force majeure.

The party in the Framework Agreement/contract/ that is affected by a force majeure, must immediately inform in writing the other party of the occurrence of unforeseen circumstances and provide appropriate evidence.

About such occurrences the contracting parties should reach written consent.

## **OTHER PROVISIONS**

### **Article 16**

The provisions of the Law on Obligations, as well as other regulations governing this matter, shall apply to all that this Framework Agreement does not specify.

The following forms form an integral part of this Framework Agreement and the contracts signed arising from this Framework Agreement:

1. Form of technical specification,
2. Bid form,
3. Form specification,
4. Form of price structure,
5. Forms of the statement of technical capacity,
6. Contract (s) about the business-technical cooperation of the manufacturer of the goods and service firms/shops (if the bidder is an authorized service) OR Contract (s) for the business and technical cooperation between the bidder and service firms/shops for goods (if the Bidder is not an authorized service) and will be submitted with the bid, and
7. Equipment producer's Statements that the service shop/center listed in Statesment for technical capacity are authorized service shops/centers by the producers of the goods.

### **Article 17**

This Framework Agreement shall enter into force on the day after the fulfillment of both conditions - by signing both parties, and by providing means of security.

**This Framework Agreement shall be valid for two years from the moment of signing of both parties.**

### **Article 18**

Any dispute arising during the implementation of each individual contract signed under this Framework Agreement shall be settled by mutual agreement by the contracting parties. If the agreement does not come, the jurisdiction of the Commercial Court of the Republic of Serbia in Kragujevac is contracted.

### **Article 19**

This Framework Agreement is made in 6 (six) identical copies, 3 (three) for each party.

CONTRACTOR:

M.P.

\_\_\_\_\_

Member of the Group M.P.

\_\_\_\_\_

Member of the Group M.P.

\_\_\_\_\_

PURCHASER:

M.P.

\_\_\_\_\_  
Milan Ćirović, Mechanical Engineer

**Note:**

- *The Framework Agreement model Bidder is filling in according to the bid, authenticate by the seal and signature, confirming that it accepts the elements of the Framework Agreement model.*
- *If bidders submit a joint bid, a bidding group may specify that the previously completed Framework Agreement Model is signed and sealed by all bidders from a group of bidders or group of bidders may designate a bidder from the group who will fill in, sign and seal the Framework Agreement Model.*
- *If the bidder, without justified reasons, refuses to conclude a Framework Agreement on public procurement, after having been assigned to it, the Purchaser will submit the evidence of a negative reference to the Public Procurement Office.*

## PUBLIC PROCUREMENT CONTRACT MODEL

### Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I

Concluded between:

**ENERGETIKA d.o.o** head office in Kragujevac, Kosovska 4A

Tax ID: 101576503, Identification number: 17006100 Telephone: 034/ 304-783

Fax: 034 /304-783, represented by **Milan Ćirović**, Mechanical Engineer.

(Hereinafter: **Purchaser**)

and

.....

Head office ....., Street ....., Tax

ID:..... Identification number: .....

Telephone:.....Fax:

Represented by.....

(Hereinafter: **Contractor**)

(Contractor gives joint bid with Subcontractor/ member of the group .....,  
Street ....., Identifcaiton number: ....., Tax  
number: .....

from .....)

(Contractor gives joint bid with Subcontractor/ member of the group .....,  
Street ....., Identifcaiton number: ....., Tax  
number: .....

from .....)

## SUBJECT OF THE CONTRACT

### Article 1

The Parties to the Contract consent to conclude:

- that the Purchaser in accordance with the Law on Public Procurement ("Official Gazette of the Republic of Serbia" No. 124/12, 14/15, 68/15, hereinafter: the Law), conducted an open procedure for public procurement of goods number 1.1.47 **"Reconstruction of Boiler Room "ZASTAVA" with the purpose of replacing a part of the capacity of coal-fired boilers with**



**the combined natural-gas powered and heavy fuel oil-powered boilers, - Phase I**“ with the aim of concluding a framework agreement with one bidder for a period of two years and that the Parties concluded this contract arising from it;

- that the Contractor has submitted the Bid no. \_\_\_\_\_ date \_\_\_\_\_ year, which forms an integral part of this contract (hereinafter: Contractor's Bid);

## Article 2

The Contractor is obligated to perform the delivery to the Purchaser \_\_\_\_\_ (the name of goods) at Purchaser's request in the period of validity of this contract, and in accordance with the conditions and description from the adopted bid of Contractor no. \_\_\_\_\_ from \_\_\_\_\_ 2017, which, together with the Price structure form, with other documentation from the Bid and the Tender Documentation, forms an integral part of this contract.

## THE PRICE

### Article 3

Contracted price for good/s subject of this contract is \_\_\_\_\_ RSD/EUR (the Bidder rounds), exclusive of VAT, i.e. \_\_\_\_\_ RSD/EUR (the Bidder rounds) including VAT.

Unit prices excluding VAT are set out in the Bid Form, in the Price Structure Form and the Specification Form.

All costs incurred by the Bidder in the form of transport-transport in the DDP (Delivered Duty Paid) are included in the price - Delivered Duty (Energetika, Kosovska 4A, 34000 Kragujevac, Republic of Serbia), insurance of goods being transported and customs duty costs if the goods are imported from abroad and other accompanying costs that the bidder has during the realization of the public procurement. The agreed unit prices for each item in the Specification Form and the Price Structure Form are **fixed** for the entire duration of the Framework Agreement.

## MODE AND DEADLINE

### Article 4

The Purchaser undertakes to pay 10% of the contracted value - in advance for the goods to be delivered on the account No. \_\_\_\_\_ opened at the commercial bank: \_\_\_\_\_, according to the submitted invoice, within **5 days** from days of receiving the correct calculation. The remaining 90% of the value from the offer will be paid to the Bidder on the aforementioned account within 45 days, from the moment of delivered correct invoice of the Contractor, and after the delivered goods and the quantitative and qualitative checks performed by the Purchaser according to the submitted documentation accompanying the delivered goods. The Purchaser is entitled to return the invoice to the Contractor for the correction if he determines that the it has not been made in accordance with the unit prices defined in the Specification form and Price Structure Form that are an integral part of this Contract, the exact quantity of delivered products is not entered, the name and address of the

Purchaser is not properly written, account number is not good or contains other defects, with the obligation of the Contractor to deliver a new correct invoice. **From the date of receipt of a new correct invoice account, the agreed payment deadline is 45 days.**

**If the Contractor is a domestic bidder:** payment by the Purchaser shall be made exclusively in the RSD. If the prices in bid are expressed in EUR, for calculation and payment will be used the average NBS exchange rate on the day of delivery of goods.

**If the Contractor is a foreign bidder or a domestic bidder that has an open foreign currency account:** If the amount in the invoice is expressed in euros, payment by the Purchaser shall be made in euros.

For a delay in payment, the Contractor is entitled to statutory interest.

## DEADLINE AND METHOD OF DELIVERY OF GOODS

### Article 5

The Contractor is obligated to perform the delivery of the goods as agreed and according to the rules of the business.

The Contractor undertakes to deliver the goods in accordance with the stated requirements and needs of the Purchaser, specified in the request-order, during the contracted period, during the Contract validity period.

The response time for the service in the warranty period is \_\_\_\_\_ hour/s from the submission of the request-order (fax, e-mail or in an emergency by telephone).

The warranty period for the delivered goods is \_\_\_\_\_ months from the moment of receipt of the goods in the Purchaser's warehouse.

The deadline for delivery of the goods is \_\_\_\_\_ days (maximum 120 days) from the moment of mutual signing of contract.

## OBLIGATIONS OF THE CONTRACTOR

### Article 6.

The obligations of the Contractor are:

- To deliver the goods that are the subject of this contract according to the technical specification and other requirements from the Tender Documentation;
- To provide service centers/maintenance for the goods during the period of warranty and in the **post-warranty period of 5 years** on the territory of the Republic of Serbia;
- To transport and unload the goods in question on the parity DDP - Energetika d.o.o. Kragujevac, Kosovska 4A, 34000 Kragujevac, Republic of Serbia (main location Energetika doo in the territory of the city of Kragujevac);
- To secure the cargo that is being transported and to act in accordance with the prescribed rules in the Rules on the manner of accommodation of the cargo, its security and the marking of the cargo during transport Official Gazette RS 13/13 and other valid acts;
- To promptly submit the accompanying documentation for the goods at the time of unloading (accompanying delivery note, certificates, declaration of properties issued by

the manufacturer or importer, and approvals/reports from the accredited laboratory on compliance with the standard);

- To perform the contracted obligations timely, efficiently, professionally with high quality, taking into account the business interests and reputation of the Purchaser;
- To eliminate any deficiencies, irregularities detected and to replace the defective parts that are subject to the guarantee, which are not damaged by the fault of the Purchaser, at the agreed service deadline at the request of the user;
- In case of loss of goods or part of goods during transport, compensates the Purchaser for actual damage in the amount of the market value of the lost goods for which the goods were purchased, without delay within 20 (twenty) days from the day the damage was found;
- To execute all other contractual obligations from this contract in accordance with applicable regulations.

**The Contractor undertakes to submit the following documentation along with the delivery of goods:**

---

---

\_\_\_\_\_ (depending to the subject of contract, the adequate documentation shall be requested and written, according to the Tender documentation and Framework Agreement).

## **OBLIGATIONS OF THE PURCHASER**

### **Article 7**

The obligations of the Purchaser are:

- To determine the person to monitor the implementation of this contract;
- When receiving goods that are the subject of this contract, determine whether the transport of the goods has been carried out in accordance with the prescribed rules in the Regulations on the manner of accommodation of the cargo, its security and labeling Official Gazette RS No. 13/13 and other valid acts and to perform quantitative and qualitative verification of the delivered goods;
- To take and check the documentation accompanying transported goods during unloading;
- To inform the Contractor on request of all the elements essential for the quality delivery of goods that are the subject of this contract.

## **MANNER OF IMPLEMENTATION OF CONTROL AND SECURITY**

### **Article 8**

The Contractor takes responsibility for the quality, quantity and correctness of the supplied goods.

**The quality guarantee for the delivered goods amounts \_\_\_\_\_ month/s (minimum 24**

**months) from the moment of handover of the goods.**

In case of any loss of goods that are the subject of this contract during the transport, the Contractor is responsible and is obligated to compensate the damage.

The Contractor is fully responsible for the compliance to the Purchaser in terms of quality order for delivered goods.

## **FINANCIAL SECURITY ASSETS**

### **Article 9**

According to the Public Procurement Law, the security means shall last at least as long as the duration of the obligation of the bidder that is the subject of envisaged security and can not be returned to the bidders before the expiration of the term, unless the Bidder has completely fulfilled its secured obligation.

**Promissory note for refund of advance payment** is valid for **30 days longer** than the time of completion of delivery of all the quantities of goods which are the subject public procurement contract. After the expiry of that period it will be returned to the selected Bidder with which the public procurement contract has been signed. Promissory note for refund of advance payments will be activated in case the Bidder with whom the public procurement contract has been signed and to whom has been paid in advance the amount of 10% of the value of a contract on public procurement **including** VAT, refuses to deliver or does not deliver all the goods that are subject of public procurement in predicted timeline, and/or if does not deliver promissory note for the elimination of defects in the warranty period during the delivery of goods that are subject of this public procurement contract.

Within 7 days from signing of the public procurement contract the Bidder is bound to give the Purchaser a bank guarantee **for good execution of work**, which is valid **for at least 5 days** after the date of expiry of the contract, and no later than the expiration **of sixty (60) days** from the expiry of the contract for the amount of 10% of the value of the signed contract without the VAT.

The bank guarantee for good execution of work, which is submitted along with the Framework Agreement will be activated in case the Bidder with whom the contract has been signed refuses to submit a bank guarantee for good execution of work within 7 days from the date of signing the contract for public procurement; a bank guarantee for good execution of work given by the Contractor submitted within 7 days from the date of signing of contract arising from the Framework Agreement will be activated if Contractor does not deliver the goods or does not deliver all the goods that are the subject of public procurement, does not submit the documentation required by tender documents during the delivery of the goods, and if does not submit the promissory note for reimbursement of advance payments and the elimination of defects during the warranty period.

**Promissory note for the elimination of defects during the warranty period** is valid for **at least 5 days** longer than the expiry of the contractual warranty periods for goods which are subject to public procurement. After expiry of that period it will be returned to the selected

Bidder with which the contract of procurement has been signed. Promissory note for elimination of defects in the warranty period will be activated in case the Bidder with whom the contract on public procurement has been signed, rejects at his own expense to correct the deficiencies that have not been generated by the Purchaser, and if he does not perform post-sales service at the request of the Purchaser within the warranty period.

## **COMPENSATION FOR DAMAGES**

### **Article 10**

In accordance with the Law on Obligations, the Contractor is liable for the damage suffered by the Purchaser by failure to fulfill, partially fulfilling or delaying the fulfillment of obligations undertaken by this contract.

If the Purchaser sustains damage due to the acts or omissions of the Contractor and if the contracting parties agree on the basis and the amount of damage suffered, the Contractor agrees to compensate the Purchaser with, and the Purchaser has the right to collect the damage compensation without a special notification of the Contractor with the issuance of an appropriate invoice with a payment deadline of 15 (fifteen) days from the date of issue.

No Contracting Party shall be liable for any indirect damage and/or loss of benefit in any form that would be outside the scope of immediate ordinary damage that may arise out of or in connection with this contract, unless gross negligence or action outside the professional standards for this type of service of the Contractor.

The said limitation/exclusion of liability does not relate to the liability of any contracting party in the event of a breach of obligations relating to the keeping of confidential information.

## **CONTRACTUAL PENALTY**

### **Article 11**

In case the Contractor does not deliver the goods subject of this contract by fault, or due to negligence, or human error in the stated time period, or delivers the goods without the documentation, directives, requirements and standards listed in Article 6, paragraphs 2 and 3 of this contract, the Contractor is obliged to pay to the Purchaser the contractual penalties, in the amount of 0.2% of the total price excluding VAT, given in bid for each started day of delay, in the maximum amount of 10% of the total price given in bid, excluding VAT .

Payment of penalties in accordance with the preceding paragraph shall be due within 15 (fifteen) days from the date of issuing the invoice by the Purchaser for contract penalties.

Penalty collection can also be made by activating a financial security instrument for the performance of a transaction or breaking of mutual obligations or compensation if there are such obligations between the contracting parties signatories of this contract, but in case that the financial security is activated, the contract will be immediately terminated simply by the Purchaser statement without the right of appeal for the other party.

If the Purchaser, due to the delay referred to in paragraph 1 of this Article, suffers a loss greater than the amount of these penalties, he shall be entitled to compensation of the difference between the damage sustained in full and the penalties paid out.

## **CANCELLATION OF THE CONTRACT**

### **Article 12**

Each contracting party may cancel contract for justified reasons, which could not have been foreseen at the time of signing it.

If any contracting party terminates the contract without a justified, i.e. objective and provable reason, the other contracting party has the right to charge 10% of the total value of the contract for damages due to unjustified cancellation.

In case the Contractor does not deliver the goods within the deadline pursuant to Article 5 of this contract, or due to negligence, or human error delivers goods without submitting documentation, directives, requirements and standards enumerated in Article 6, Paragraphs 2 and 3 of this contract, the Purchaser shall send an official note to the Contractor in order to deliver the requested goods and accompanying documentation, directives, requirements and standards within 5 days. If, after a delay of 5 days after the expiration of a deadline, the Contractor fails to comply with the content of the above mentioned letter, the Purchaser reserves the right to unilateral termination by statement the contract without the right of appeal of the other contracting party.

If the Contractor fails to submit evidence for replacement of personnel at the stage of execution of the contract or if he delivers evidence that does not correspond to the evidence required in tender documentation, the Purchaser will send an official letter to the Contractor in order to provide the evidence within 5 days. If, after a delay of 5 days, the Contractor fails to submit the mentioned evidence, the Purchaser reserves the right to unilateral termination by statement the contract without the right of appeal of the other contracting party.

All mentioned above is also valid for the technical capacity, i.e. if it happens that the Contractor subsequently closes or changes the location (address) of any service center/ store at the stage of execution of contract, he is obligated to inform the Purchaser as soon as possible and to provide evidence that clearly shows the new name and address of the seat, core business, Tax ID and registry number and that he is still an authorized service provider for the relevant public procurement by the manufacturer of the delivered goods.

If the Contractor does not deliver any of the foreseen security instruments within the deadlines, the Purchaser will send an official letter to the Contractor in which he will leave a reasonable deadline for the delivery of the envisaged security, which can not be shorter than 5 days. If the Contractor fails to deliver the provided security, the Purchaser reserves the right to terminate the contract with a unilateral declaration and, depending on the financial security provided, activate another financial security means in the manner defined in Article 9 of this contract.

## **DATA CHANGE**

### **Article 13**

The Contractor is obliged to notify the Purchaser without delay in writing of any change regarding the fulfillment of the conditions in the public procurement procedure that occurs during the validity of the contract and to deliver the evidence in the manner determined by the

tender documentation which is an integral part of this contract. The above mentioned is particularly related to technical and personnel capacity.

#### **Article 14**

In the event of any changes, changes of the contract after conclusion and making of amendments to the contract, the Purchaser shall act in accordance with Article 115 of the Law on Public Procurement of the Republic of Serbia.

The Purchaser and the Contractor may, prior to the termination of this contract, and due to the increase in the scope of the procurement subject, conclude the Anex, without the implementation of the public procurement procedure, that will not exceed more than 5% of the value of this contract without VAT.

Both parties agree to be able to correct any subsequent technical errors detected in the content of this contract, which do not affect the essential elements of the contract.

### **FORCE MAJEURE**

#### **Article 15**

If the force majeure occurs in accordance with the provisions of the Law on Obligations ("Official Gazette of the SFRJ", No. 29/78, 39/85, 45/89 and 57/89, "Official Gazette of SRJ", no. 31/93, 22 / 99 and 44/99) which leads to interference or disruption the obligations defined in the contract , the deadlines for fulfilling the obligations will be extended during the duration of the force majeure.

The Force Majeure implies extreme and extraordinary events that can not be foreseen, which happened without the will and influence of the parties in the contract and which could not have been prevented by party affected by a force majeure. Floods, earthquakes, fires, political events (war, riots of larger size, strikes), imperative government decisions (import and export ban) and so on may be considered as a force majeure.

The party in the contract that is affected by a force majeure, must immediately inform in writing the other party of the occurrence of unforeseen circumstances and provide appropriate evidence.

About such occurrences the contracting parties should reach written consent.

## **OTHER PROVISIONS**

### **Article 16**

The provisions of the Law on Obligations, as well as other regulations governing this matter, shall apply to all that this contract does not specify.

The following forms form an integral part of this contract:

1. Form of technical specification,
2. Bid form,
3. Form specification,
4. Form of price structure,
5. Forms of the statement of technical capacity,
6. Contract (s) about the business-technical cooperation of the manufacturer of the goods and service firms/shops (if the bidder is an authorized service) OR Contract (s) for the business and technical cooperation between the bidder and service firms/shops for goods (if the Bidder is not an authorized service) and will be submitted with the bid, and
7. Equipment producer's Statements that the service shop/center listed in Statesment for technical capacity are authorized service shops/centers by the producers of the goods.

### **Article 17**

This contract shall enter into force on the day after the fulfillment of both conditions - by signing both parties, and by providing means of security.

**This contract shall be valid for two years from the moment of signing of both parties.**

### **Article 18**

Any dispute arising during the implementation of contract shall be settled by mutual agreement by the contracting parties. If the agreement does not come, the jurisdiction of the Commercial Court of the Republic of Serbia in Kragujevac is contracted.



**Article 19**

This contract is made in 6 (six) identical copies, 3 (three) for each party.

CONTRACTOR:

M.P.

\_\_\_\_\_

Member of the Group M.P.

\_\_\_\_\_

Member of the Group M.P.

\_\_\_\_\_

PURCHASER:

M.P.

\_\_\_\_\_

Milan Ćirović, Mechanical Engineer

**Note:**

- *The Public Procurement Contract Model Bidder is filling in according to the bid, authenticate by the seal and signature, confirming that it accepts the elements of the Public Procurement Model.*
- *If bidders submit a joint bid, a bidding group may specify that the previously completed Public Procurement Contract Model is signed and sealed by all bidders from a group of bidders or group of bidders may designate a bidder from the group who will fill in, sign and seal the Public Procurement Model.*
- *If the bidder, without justified reasons, refuses to conclude a Public Procurement Contract, after having been assigned to it, the Purchaser will submit the evidence of a negative reference to the Public Procurement Office.*