Bid

Name of Tender: **Selling and buying electricity within flexible products**

 **during period January – December 2020, Ref. No. FP20/T-02**

To: **Javno preduzeće Elektroprivreda Bosne i Hercegovine d.d. – Sarajevo,**

 **Vilsonovo šetalište 15, 71000 Sarajevo, Bosnia and Herzegovina**

Having examined the Bidding documents, including amendments, the receipt of which is hereby acknowledged, we, the undersigned, offer to sell and deliver as well as to buy and accept electricity in full and in accordance with the Bidding documents, including Contract Form, without any changes in technical parameters specified in the Bidding documents for each LOT within each flexible product to which our Bid relates, as follows:

**Flexible product #1:**

|  |  |  |  |
| --- | --- | --- | --- |
| **LOT** | **Spread****EUR/MWh or BAM/MWh** | **Spread** **(words)** | **Delivery/Acceptance****Point** |
| L1.1. |  |  |  |
| L1.2. |  |  |  |
| L1.3. |  |  |  |
| L1.4. |  |  |  |
| L1.5. |  |  |  |
| L1.6. |  |  |  |
| L1.7. |  |  |  |
| L1.8. |  |  |  |
| L1.9. |  |  |  |
| L1.10. |  |  |  |
| L1.11. |  |  |  |
| L1.12. |  |  |  |

**Flexible product #2:**

|  |  |  |  |
| --- | --- | --- | --- |
| LOT | **Spread****EUR/MWh or BAM/MWh** | **Spread** **(words)** | **Delivery/Acceptance****Point** |
| L2.1. |  |  |  |
| L2.2. |  |  |  |
| L2.3. |  |  |  |
| L2.4. |  |  |  |
| L2.5. |  |  |  |
| L2.6. |  |  |  |
| L2.7. |  |  |  |
| L2.8. |  |  |  |
| L2.9. |  |  |  |
| L2.10. |  |  |  |
| L2.11. |  |  |  |
| L2.12. |  |  |  |

**Flexible product #3:**

|  |  |  |  |
| --- | --- | --- | --- |
| LOT | **Spread****EUR/MWh or BAM/MWh** | **Spread** **(words)** | **Delivery/Acceptance****Point** |
| L3.1. |  |  |  |
| L3.2. |  |  |  |
| L3.3. |  |  |  |
| L3.4. |  |  |  |
| L3.5. |  |  |  |
| L3.6. |  |  |  |
| L3.7. |  |  |  |
| L3.8. |  |  |  |
| L3.9. |  |  |  |
| L3.10. |  |  |  |
| L3.11. |  |  |  |
| L3.12. |  |  |  |

Responsible person for contact and clarifications \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[name and surname, title, phone and fax, email]

If our Bid is accepted, we undertake to sign the Contract, to furnish Payment Security and to deliver and accept the electricity in accordance with terms specified in the Bidding documents.

If any of these cases defined in a Clause 13.4 a), or b), or c) in Bidding documents occur, we are obliged to pay compensation for damage to JP Elektroprivreda BiH in amount of **250.000,00 EUR (for foreign Bidders) / 500.000,00 BAM (for domestic Bidders).**

We agree to abide by this Bid up to and including **December 5, 2019** and it shall remain binding upon us and may be accepted by you at any time before expiration of that period.

Until the Contract between us is signed, this bid, together with your written acceptance in form of notification of Contract award, shall constitute a binding document between us.

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019

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

*[Name and Surname and Signature]*

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

 *[Title]*

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Name of Bidder]*

### Payment Security

To: **Javno preduzeće Elektroprivreda Bosne i Hercegovine d.d. – Sarajevo**

 **Vilsonovo šetalište 15, 71000 Sarajevo, Bosnia and Herzegovina**

[*Insert Date and Place of issue of Guarantee*]

Payment Guarantee No. [*Insert number*]

(hereinafter referred to as “Guarantee”)

We, [*Name and address of the bank*], refer to the Contract concerning the sale and purchase, delivery and acceptance of electricity within flexible products No. [*Insert reference number and date of the Contract*] (hereinafter referred to as “Contract”) signed between you and the [*Name and address of* Company] (hereinafter referred to as “Company”). According to the above Contract, a Payment Guarantee is required as security for the fulfillment of the payment obligation of Company under this Contract.

This being stated, we [*Name and address of the bank*] hereby irrevocably and unconditionally undertake to pay you upon your first written demand, any amount up to the maximum amount of:

**200.000,00 EUR [400.000,00 BAM]**

*in words: twohundredthousand and 00/100 EUR [fourhundredthousand and 00/100 BAM]*

(VAT included for Delivery Point inside electric power system of Bosnia and Herzegovina)

upon receipt by us of your request for payment with your written statement, stating that the Company has failed to fulfill his payment obligations with respect to the above mentioned Contract on due date.

For the purpose of identification, your request for payment with your statement thereon has to be presented through your bank, confirming that the signatures are legally binding upon your company. If, in this respect, such bank shall make use of authenticated swift, it will have to transmit in any case full wording of your request for payment and your written statement and to confirm at the same time that the originals of these documents, legally binding upon your company, have been forwarded to us.

With each payment made by us under this Guarantee, our obligation will be reduced pro rata, accordingly.

Our guarantee is valid up to and including **xx.xx.202x** [40 days after completion of delivery / acceptance under said Contract] and expires in full and automatically on that date, irrespective of whether the present document is returned to us or not, unless your written demand for payment and your written statement, or the above described authenticated swift sent by your bank has reached us, at our counters within working hours of that day or before that date.

This Guarantee is personal to you and is not assignable or transferable on other parties.

This Guarantee is subject to Uniform Rules for Demand Guarantees (URDG) 2010 Revision, International Chamber of Commerce Publication no. 758

Signatures

Statement on providing the Bank Guarantee

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To: **Javno preduzeće Elektroprivreda Bosne i Hercegovine d.d. – Sarajevo,**

 **Vilsonovo šetalište 15, 71000 Sarajevo, Bosnia and Herzegovina**

Having examined the Bidding documents, including amendments, the receipt of which is hereby acknowledged, we, the undersigned, undertake that in the event that we are elected as a successful bidder, we shall provide a bank guarantee in accordance with the Bidding documentation, issued by the bank for which we received a prior consent from JP Elektroprivreda BiH.

Name of the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date, \_\_\_\_\_\_\_\_\_\_\_, 2019

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  *[Name and Surname and Signature]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *[Title]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *[Name of Bidder]* |