Bid Form

Name of Tender: **Selling electricity during period January – December 2018, Ref. No. SE18/T-01**

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 buy and accept the electricity in full conformity with the Bidding documents, including Contract Form, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Package** | **Unit price**  **EUR/MWh or BAM/MWh**  **(VAT excluded)** | **Unit price**  **(in words)** | **Delivery**  **point** |
| Package #1 |  |  |  |
| Package #2 |  |  |  |
| Package #3 |  |  |  |

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

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

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

If our bid is accepted, we undertake to accept the electricity in accordance with terms specified in the Bidding documents.

We agree to abide by this Bid up to and including **August 21st, 2017** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

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

*[Name and Surname and Signature]*

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

*[Title]*

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

*[Name of Bidder]*

### Bid security Form

Date:

Name of Tender: **Selling electricity during period January – December 2018, Ref. No. SE18/T-01**

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

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

Whereas *[name of Bidder]* (hereinafter called “Bidder”) has submitted its Bid dated *[date of Bid]* for the performance of the above-named Tender (hereinafter called “Bid”).

WE *[name of bank]* of *[name of country]* having our registered office at *[address of bank]* (hereinafter called the “Bank”), are bound unto Javno preduzeće Elektroprivreda Bosne i Hercegovine d.d. – Sarajevo, Vilsonovo šetalište 15, Sarajevo, Bosnia and Herzegovina (hereinafter called the “Seller”) in the sum of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in words]*, for which payment well and truly to be made to the Seller, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_\_\_\_ 2017.

THE CONDITIONS of this obligation are:

1. If Bidder withdraws its Bid during the period of Bid validity up to and including August 21st 2017;

or

2. If Bidder, having been notified of the acceptance of its Bid by the Seller during the period of Bid validity:

a) fails or refuses to sign the Contract, or

b) fails or refuses to furnish the Payment Security in accordance with the Bidding documents,

WE undertake to pay to the Seller up to the above amount upon receipt of its first written demand, without the Seller having to substantiate its demand, provided that in its demand the Seller shall note that the amount claimed by it is due it, owing to the occurrence of one or all of the above conditions, and specifying the occurred condition or conditions.

This guarantee shall remain in full capacity up to and including **August 25th, 2017**, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

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

*[Name and Surname and Signature]*

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

*[Position]*

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

[*Common Seal of the Bank*]

### Payment Security Form

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 No. [*Insert reference number and date of the Contract*] (hereinafter referred to as “Contract”) signed between you and the [*Name and address of the Buyer*] (hereinafter referred to as “Buyer”). According to above mentioned Contract, a Payment Guarantee is required securing a fulfillment of the Buyer’s payment obligations 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:

EUR [BAM] \_\_\_\_\_\_\_\_

[*in words:* EUR [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 Buyer 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 have 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 **February 15th, 2019**, 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