|  |  |
| --- | --- |
| **TENDER DOSSIER***According to the Article 40 of the Law on Electricity (No. 05/L-085) and Rule on the Supplier of Last Resort**For the* **“Selection of the Supplier of Last Resort”*****OPEN BIDDING PROCEDURE***

|  |
| --- |
| *2 May 2017* |

 Date of publication of the Tender Dossier: **Title:**   ***Selection of the Supplier of Last Resort*** **THIS TENDER DOSSIER IS COMPOSED OF TWO PARTS:****Part A:**  **Tendering procedures containing instructions how to prepare tenders;****Part B:**  **The Tender Form, i.e. the documents which must be submitted by tenderers.** |

**This Tender Dossier has been prepared in Albanian, Serbian and English language.**

**SUBJECT: INVITATION TO TENDER for Selection of the Supplier of Last Resort**

Thank you for your interest regarding the participation on the above-mentioned activity.

Further to your request please find enclosed the documents, which constitute the Tender Dossier.

You are expected to examine carefully all parts and sections of this tender dossier and its annexes and to comply with all requirements, specifications and conditions contained therein.

ERO will not accept any exception regarding the criteria and specifications included herein.

Failure to submit a tender to the ERO within the deadline specified in this Tender Dossier and/or is not in compliance to all requirements set in this tender dossier shall be rejected and shall be considered as “*irresponsive tender”.*

No costs incurred by you in preparing and submitting the tender will be reimbursed and no liability shall be incurred by the ERO in case the procedure is cancelled.

This tender procedure is regulated in compliance with Article 40 of Law on Electricity No. 05/L-085.

The Rule on Supplier of Last Resort may be downloaded from Energy Regulatory Office (ERO’s) website: [**www.ero-ks.org**](http://www.ero-ks.org)

Tenders shall be submitted at the address specified in the part A “Tendering Procedures”, by 31 May 2017 at the latest.

In submitting a tender, the tenderer accepts in full and without reservation the conditions, stipulated in this Tender Dossier, governing this proposed services as the sole basis of this tendering procedure.

We look forward to receiving your tender,

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Krenar Bujupi, Acting Chairman of ERO Board

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# *PART A: TENDERING PROCEDURES*

# Section I. Information to Tenderers

|  |  |
| --- | --- |
|  | General |
| 1. Scope of Tender | * 1. ERO, as indicated in the Decision on opening the bidding procedure for the selection of the Supplier of Last Resort (Decision V\_910\_2017), issues this Tender Dossier for selection of the Supplier of Last Resort.
	2. The title of this activity is ‘Selection of the Supplier of Last Resort’ to provide Guaranteed Supply services of electricity**.**
	3. Tenders shall be submitted in the address of the ERO: Str. Dervish Rozhaja nr. 12, 10000 Prishtinë, Kosovë**.**
	4. When services are awarded, all relevant provisions in regard to the Supplier of Last Resort service will be applied and the respective Supply License of the appointed Licensee selected as the Supplier of Last Resort shall be amended by ERO accordingly.
	5. Based on reasonable discretion, ERO may cancel the tender process or cancel the award and the selection of the Supplier of Last Resort.
	6. Throughout this Tender Dossier:
1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
2. if the context so requires, “singular” also means “plural” and vice versa;
3. “day” means calendar day;
4. you are referred as the “supply licensee” or the “tenderer”; and
5. the issuer of this tender dossier is referred to as the “ERO”.
 |
| 2. Object of the tender | * 1. The object of this tender is to select the Supplier of Last Resort according to the procedure defined under Article 40 of the Law on Electricity (No. 05/L-085), to provide the services of the Guaranteed Supply of electricity, under the circumstances defined under Article 39 of the Law on Electricity (No. 05/L-085).
 |
| 3. Mandatory technical specifications | 3.1 The service must fully comply with the technical specifications set out in this Tender Dossier, see Annex 1. 3.2 Any other given specification, which is not in compliance with the technical specifications of the tender dossier will disqualify the tender. |
| 4. Variants | 4.1 Unless otherwise indicated, tenderers are not authorised to submit a tender proposing a variant other the one provided with the technical specifications. |
| 5. Delivery Requirement and conditions | 5.1 Place of the performance of the services is the territory of the Republic of Kosovo.5.2 The duration of the services is for a period of three (**3) years upon the date of selection, namely the date of signing the contract.** |
|  | REQUIREMENTS which should be met by Supply Licensees |
|  | Supply Licensees have to comply with all the following requirements. Any failure in any requirement will eliminate their tenders from the competition. |
|  | **Eligibility requirements** |
| 6. Eligibility of the Tenderers | **6.1 Only Suppliers licensed by the ERO are eligible to participate in the open bidding tender procedure for the selection of the Supplier of Last Resort.****6.2 A Supply licensee shall not be eligible to participate in the open bidding procedure activity if such supply licensee, or any employee, executive, manager or director thereof:**a. participated in the preparation of the concerned tender dossier, or any part thereof, being used by the concerned ERO; b. received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned tender dossier, or any part thereof; orc. being in any case in a conflict of interest.**6.3 A Supply Licensee shall not be eligible to participate in an open bidding procedure activity if such supply licensee, or any executive, manager or director thereof, has, in the past ten (10) years:**a**. been determined by a court of competent jurisdiction** to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, under the laws or regulations applicable in Kosovo or any country, or under international treaties or conventions;b. **been declared ineligible**, where the ERO finds this to constitute grave professional misconduct, verified by a competent court ;c. **been determined by a court of competent jurisdiction** to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place; d. **been determined by a court of competent jurisdiction** to have committed an act of fraud or an act equivalent to fraud;e. **been determined** **to have engaged in unprofessional conduct by a court of competent jurisdiction**, administrative agency or organization responsible for enforcing standards of professional conduct; orf. **been determined by a court of competent jurisdiction** to have made serious misrepresentations to any public authority in Kosovo or elsewhere.**6.4 A supply licensee shall not be eligible to participate in an open bidding tender activity if such supply licensee:** a. has, in the past two (2) years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction, or is currently the subject of proceedings: (i) for a declaration of bankruptcy, (ii) for an order for compulsory winding up or administration by the court or (iiii) of any other similar proceedings under the law of Kosovo or any other jurisdiction;b. is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;c. currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the supply licensee had previously been unable to satisfy its obligations as they came due;d. is in any situation analogous to sub-paragraphs a, b or c of this paragraph arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;e. is currently the subject of a judicial or administrative order suspending or reducing payments by or to such supply licensee and resulting in the total or partial loss of the supply licensee’s right to administer and/or dispose of its property;f. is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such supply licensee if such proceedings may also result in the supply licensee being adjudged bankrupt or insolvent;g. has, in the past three (3) years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;h. is currently delinquent in the payment of any social security or tax contributions in Kosovo or the supply licensee’s country of establishment, except where such debt is deemed to be insignificant in Kosovo;i. is more than ninety (90) days’ delinquent in the payment of any wages owed to employees or in the payment of any amount owed to a public service operator in Kosovo;j. has not yet complied with an order issued by a court of Kosovo, or k. has made false statements in relation to the procedure for the award of a public contract, if these are related to the lack of grounds for disqualification, or the fulfilment of the selection criteria.***Time limits set in this section, are related to the period that immediately precedes publication date of the Decision on opening the bidding procedure for selection of the Supplier of Last Resort.***6.5 In order to prove that the supply licensee is eligible to participate in the open bidding procedure activity the supply licensee should submit the documentary evidence **requested by this tender dossier.**  |
|  |  |
| 7. Professional, technical and financial suitability requirements | 7.1 The supply licensee shall meet the professional, technical and financial suitability requirements indicated in Article 4 of Rule on Supplier of Last Resort. |
|  |  |
| **8. Confidential business information** | 8.1 If the supply licensee desires that any provided information relating to the economical /financial standing and technical/professional capability is treated as confidential business s information a written request must be submitted by using the form set out in this tender dossier, see Annex 3. |
| 9. Establishing a group of Tenderers | 9.1 Submission of the tender by a group of supply licensees, **is not allowed**. |
| 10. Subcontracting | 10.1 The Supply Licensee **is not allowed to sub-contract the services awarded by this tender.** |
| 11. Performance Security | 11.1 Prior to the selection as the Supplier of Last Resort, the successful tenderer, shall furnish the ERO with a Performance Security in the form **indicated in the Annex 6**. 11.2 The Performance security shall be in amount and for a validity period **indicated in the Annex 7.**11.3 Form of the performance security is specified in Part B, Annex 6.11.4 The performance security may be posted in one of the forms indicated for the Tender Security.11.5 Failure of the successful Supply Licensee to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. 11.6 The Performance Security shall be forfeited in the event of:1. breach of the terms awarded by ERO upon selection, and
2. The accepted obligations are breached and many workers are left unpaid, and /or material suppliers;

11.7 If none of the events mentioned above have occurred requiring the forfeiture of the performance security, ERO shall return the funds or document constituting such performance security in accordance with the terms of the concerned award. |
|  | Contents of Tender Dossier |
| 12. Sections of the Tender Dossier | 12.1 The Tender Dossier consists of Parts A and B, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with the Information to Tenderers Section 17.**PART A Tendering Procedures*** Section I. Information to Tenderers
* Section II. Information Annexes to Tenderers

 **PART B Tender Form*** Section I. Tender Form
* Section II. Financial Offer Description
 |
| 13. Clarification of the Tender Dossier | 13.1 The tenderers are allowed to make a written request to the ERO for additional or clarifying information which they believe is needed to prepare or submit a responsive tender. Such a request may be made by use of the request form, see Annex 4, and submitted to the ERO by electronic means, letter or fax. The ERO will respond in writing to any request for clarification, provided that such request is received no later than day 15 calendar days from the date of publication of tender dossier. The ERO shall forward copies of its response to all those who have acquired the Tender Dossier including a description of the inquiry but without identifying its source. Should the ERO deem it necessary to amend the Tender Dossier as a result of a clarification, it shall do so following the procedure under Information to Tenders Section I.  |
| 14. Amendment-Supplement of the Tender Dossier | 14.1 At any time prior to the deadline for submission of tenders, the ERO may amend the Tender Dossier by issuing an addendum.14.2 Any addendum issued shall be part of the Tender Dossier and shall be communicated in writing to all Supply Licensees who have obtained the Tender Dossier.14.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the ERO shall extend the deadline for the submission of tenders, which shall not be less than 10 days. |
|  | Preparation of TENDERS |
| 15. Language of Tender |  Supply Licensees may prepare and submit their tender and related documents in Albanian or Serbian language. |
| 16. Documents Comprising the Tender |  The Tender shall comprise the following:1. Tender Form and the applicable Financial Offer Description by using the forms furnished in Part B of this Tender Dossier;
2. Tender Security, in accordance with Information to Tenderers Section 13, *if applicable*;
3. Documentary evidence in accordance with Information to Tenderers Section 6 evidencing the Tenderer’s eligibility;
4. Documentary evidence in accordance with Information to Tenderers Section 7, evidencing the Tenderer’s professional suitability, *if applicable;*
5. Documentary evidence in accordance with Information to Tenderers Section 8, evidencing the Tenderer’s economical and financial standing, *if applicable*;
6. Documentary evidence in accordance with Information to Tenderers Section 9, evidencing the Tenderer’s technical and professional capability, *if applicable*;
7. Documentary evidence in accordance with Information to Tenderers Section 11 and 12, *if applicable*; and
 |
| 17. Currency and Financial Offer  | 17.1 All values specified in tenders shall be stated in Euro **(€)** exclusive of Value Added Tax (VAT). The Financial Offer provided is allowed to be marked with a maximum of two (2) decimal numbers after the decimal point. Any number listed after the second number (2) shall not be taken into account in the calculation of the value of the bid.17.2 The Financial Offer for the offered services are fixed during the Tenderer’s 3 year performance and not subject to revision**.**17.3 The Financial Offer for the purposes of this Tender Dossier shall mean the envisioned cumulative Direct Retail Supply Costs as defined in Rule on the Supplier of Last Resort, for the awarded period of performance of 3 years. |
| 18. Tender Validity Period  | 18.1 Tenders shall remain valid for the period of sixty (60) days or any other period published with the Decision for opening the bidding procedure for the selection of the Supplier of Last Resort. Validity period of the tender shall begin on the date of the deadline for submission of tenders. A tender valid for a shorter period shall be rejected by the ERO as non-responsive.18.2 In exceptional circumstances, prior to the expiration of the tender validity period, the ERO may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a Tender Security is requested it shall also be extended for a corresponding period. Failure to respond to the request made by the ERO shall lead to the rejection of the tender without forfeiting its Tender Security. |
| 19. Sealing and Marking of Tenders  | 19.1 The Tenderer shall prepare one original of the documents comprising the tender as described in Information to Tenderes, Section 19, and clearly mark it “**Original.”** In addition, the Tenderer shall submit three (3) copies of the tender, in the number **indicated in the TDS** and clearly mark them **“Copy”.** 19.2 The tenderer shall seal the original tender and each copy ***in separate envelopes*** and shall on the front of each one of such envelopes:* Mark clearly as ***“Original”*** or ***“Copy”;***
* Indicate the Procurement number as stated in the tender dossier; and
* Indicate the name and address of the tenderer.

22.3 The envelopes shall then be sealed in an outer envelope marked with:* The address of the place for submission of tenders;
* The Title of the Tender as Published in this tender dossier;
* Warning that the envelope should not be opened before the date and time of tender opening; and
* The name and address of the tenderer.
 |
|  | Submission and Opening of Tenders |
| 20. Deadline for Submission of tenders | 20.1 Tenders should be submitted at ERO‘s address (Str. Dervish Rozhaja nr. 12, 10000 Prishtinë, Kosovë) by 31 May 2017, 14:00h, at the latest. |
| 21. Late tenders | 21.1 ERO shall not consider any tender that arrives after the deadline for submission of tenders. Any tender received by ERO after the deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderer. |
| 22. Withdrawal, Substitution, and Modification of Tenders | 22.1 Except if otherwise defined**,** a Tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice to the ERO, duly signed by an authorized representative. The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:1. submitted in accordance with Information to Tenderers Section I and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification”; and
2. received by the ERO prior to the deadline prescribed for submission of tenders.

22.2 Tenders requested to be withdrawn shall be returned unopened to the Tenderers.22.3 No tendermay be withdrawn in the interval between the deadlines for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval will result in forfeiture of the tender security. |
| 23. Tender Opening | 23.1 The ERO shall conduct the tender opening in public at the address, Str. Dervish Rozhaja nr. 12, Prishtinë, Kosovë, On 23 May 201723.2 Every tenderer has the right to have a representative present to observe the opening of tenders. 23.3 If withdrawals, substitutions or modifications were allowed, first the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the tenderer, the corresponding tender will be opened. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding tender being substituted, and the substituted tender shall not be opened, but returned to the Tenderer. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. 23.4 No tender withdrawal, substitution or modification shall be permitted unless the corresponding withdrawal, substitution or modification notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at Tender opening. Only envelopes that are opened and read out at public Tender Opening shall be considered further.23.5 All other envelopes shall be opened one at a time, reading out: the name and address of the tenderer, the total tender Financial Offer specified in the Tender submission form and whenever possible the price per unit. When, due to non-immediate reasons, the prices per unit cannot be read, then such prices shall be visible to all representatives of bidders. In any case, every page of any financial tender shall be signed during the public opening by a representative of another tenderer. In the event where the award criterion is economically most advantageous tender everything that has to do with figures should be read at loud, such as time of delivery, warranty period etc. All this shall be recorded in the minutes of the tender opening meeting, which shall be signed by the Procurement Officer and by all participants in the process of tender opening. Copies of such minutes shall immediately be distributed to all tenderers. |
|  | Evaluation and Comparison of Tenders |
| 24. Examination of tenders | 24.1 Timely received tenders will be examined, evaluated and compared according to the requirements set forth in this tender dossier.24.2 A tender is considered to be responsive when it:1. complies in administrative terms with the formal requirements of the tender dossier, and
2. complies with the requirements defined in Rule on Supplier of Last Resort.
 |
| 25. Clarification of Tenders | 25.1 To assist in the examination, evaluation and comparison of the tenders, the ERO may, at its discretion, ask any Tenderer for a clarification of its tender. The ERO may invite tenderers to supplement or clarify the certificates and documents submitted. However, securing missing information or provision of information will apply only to documents whose existence is fixed before the deadline for submission of tenders expires, and may be verified objectively. Any clarification submitted by a tenderer in respect to its tender and that is not in response to a request by the ERO shall not be considered.25.2 The request for clarification and the response must be in writing only, but no change in Financial Offer may be sought, offered or permitted. |
| 26. Responsiveness of the tenders | 26.1 If a tender is not responsive it shall be rejected and may not subsequently be made responsive by correcting it or withdrawing the departure or restriction.26.2 Responsive tenders shall be evaluated and compared according to the award criteria established in the Tender Dossier. The award shall be provided to the highest ranked tenderer.  |
|  | Award  |
| 27. Award Criteria |  The services will be awarded as per the award criteria indicated in the Annex 5. |

Section II. Information Annexes to Tenderers

# Annex 1. MANDATORY TECHNICAL SPECIFICATIONS

1. The Supplier of Last Resort will be obliged to provide all supplier services as set out in the Law on Electricity, the Rule on the Supplier of Last Resort, the Rule on General Conditions of Energy Supply and in the respective license issued by ERO including (but not limited to):
	* 1. Procurement of wholesale electricity on behalf of customers supplied under the services of Guaranteed Supply and to be responsible for balancing their offtake with such wholesale supply;
		2. Supply and billing of customers for the period of supply stipulated;
		3. Informing customers allocated to it with the terms of the service provided; and
		4. Submitting supply contracts to the customers supplied.
2. The Supplier of Last Resort is obliged to:
	* 1. Submit contracts to relevant customers within eight (8) days of commencement of supply and not necessarily to submit such contracts prior to commencement;
		2. Inform customers eligible for Universal Service of the means to contract with any supplier with a Universal Supply Service obligation (regardless of whether such supplier has that obligation through a Public Service Obligation or otherwise) including if the Supplier of Last Resort also has a Universal Supply Obligation.
		3. Maintain and publicise the existence of a website with information for customers about the Supplier of last Resort service including information about the number of customers supplied under the Supplier of Last Resort service separately for household and non-household customers, the average duration of such services including details separately for customers who are eligible for Universal Supply Service and those not eligible; and
		4. Publish on its website the tariff it will charge under the Supplier of Last Resort Service.
3. The Supplier of Last Resort must maintain separate accounts with respect to its relations with customers supplied under the Supplier of Last Resort Service and to make these accounts available to ERO for inspection when requested.
4. The Supplier of Last Resort must facilitate customers to find an alternative supplier within 60 days but must institute proceedings to terminate supply to customers who do not contract with an alternate supplier.
5. The Supplier of Last Resort must maintain credit coverage to ensure that it is in a position to provide the service when called on to do so.
6. The Supplier of Last Resort should be in a position to offer a reasonable and competitive supply service for its customers during the period of the Guaranteed Supply.

# Annex 2. DECLARATION UNDER OATH

I, the undersigned, representing: [*the submitting supply licensee*] declare under oath that I am eligible in accordance with Article 40 of the Law on Electricity (Law No. 05/L-085) and the Rule on Supplier of Last Resort.

I acknowledge to have read the eligibility requirement published in this Tender Dossier and in the Decision for opening the bidding procedure for selection of the Supplier of Last Resort, and fulfil eligibility requirements to participate in this tender process.

I acknowledge the possibility of criminal and civil sanctions, penalties and damages if I intentionally or negligently submit any document, declaration or statement containing materially false or misleading information.

|  |
| --- |
|  **Supply Licensee Identification** |
| **Name of Supplier:** |  |
| **Full Address:** |  |
| **Represented by:** |
| **Name** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

# Annex 3. REQUEST FOR CONFIDENTIALITY

**To: Energy Regulatory Office**, Str. Dervish Rozhaja nr. 12, 10000 Prishtinë, Kosovo

(Hereinafter “the ERO”)

WHEREAS *[insert name of supply licensee]* (hereinafter “the Supply Licensee”), meeting the requirements of the tender dossier under the above mentioned open tender activity, Section 8 and 9 of the Information to tenderers, has furnished business confidential information as follows:

|  |
| --- |
| *Identification of the confidential information and reference to sections of furnished documents:* |

AND WHEREAS the said information hereby is declared (i) not to be in the public domain, and (ii) to be protected from intentional or negligent disclosure by the Supply Licensee;

AND WHEREAS public access to the said information would result in material harm to the legitimate commercial interests of the Supply licensee from the following reasons:

|  |
| --- |
| *Statement of the nature of such material harm and the reasons why it would occur:* |

THEREFORE, I, the undersigned, representing the Supply Licensee hereby express the desire that the ERO classify and maintain the said information as business confidential information.

|  |
| --- |
| **Supply Licensee Identification** |
| **Company Name** |  |
| **Full Address** |  |
| **Represented by:** |
| **Name** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

# Annex 4. REQUEST FOR ADDITIONAL INFORMATION

**To: Energy Regulatory Office**, Str. Dervish Rozhaja nr. 12, 10000 Prishtinë, Kosovo

WHEREAS [name of supply licensee] (hereinafter “the Supply licensee”), having received the tender dossier under the above-mentioned Procurement Number., believes that additional or clarifying information is needed as follows:

|  |
| --- |
| *Identification of needed additional or clarifying information, including reference to section(s) of the tender dossier:* |

THEREFORE, I, the undersigned, representing the Supply licensee, hereby request the receipt of the identified information.

|  |
| --- |
| **Supply Licensee Identification**  |
| **Name of Licensed Supplier:** |  |
| **Full Address:** |  |
| **Full Address:** |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

# Annex 5. AWARD CRITERIA

*[The following elements to determine criteria are non-exhaustive and non-mandatory. They shall be selected in accordance with the needs of the ERO and the subject of the award of services for the Guaranteed Supply]*

|  |  |  |
| --- | --- | --- |
| **Categories** | **Criteria Description** | **Weight** |
| **1** | **Financial Offer** (**Total Direct Retail Supply Costs)**  | The tenderer with the lowest Financial Offer will be highest ranked. | **100 %** |

#

# Annex 6. MODEL PERFORMANCE GUARANTEE

*[On the headed notepaper of the financial institution providing the guarantee]*

**To: Energy Regulatory Office,** Str. Dervish Rozhaja nr. 12, 10000 Prishtinë, Kosovë
(Hereinafter “the ERO”).

**On behalf of: [name and address of supply licensee]**

(Hereinafter “supply licensee”)

**Title of the tender activity: SELECTION OF THE SUPPLIER OF LAST RESORT**

**On First Demand Guarantee**

WHEREAS the supply licensee has undertaken to post a performance security referring to Tender Dossier, with the above mentioned tender on the Selection of the Supplier of Last Resort dispatched by the ERO;

AND WHEREAS the Supply licensee wants to post a guarantee for the sum specified in the tender dossier;

AND WHEREAS we have agreed to give the Supply Licensee such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supply Licensee, up to a total of [……] € and we undertake to pay you, upon your first written demand declaring the Supply Licensee to be in default because:

1. The ERO based on the objectively verified evidences stated that Supply Licensee has failed to complete its obligations of the Guaranteed Supplier and this has caused to the ERO substantial loss and/or substantial expenses in obtaining the completion of such services; and
2. The Supply Licensee has failed to perform the obligations of the Guaranteed Supply, which leaves unpaid many workers, and/or material suppliers.

Payment in the limited sum of <amount of guarantee> as aforesaid shall be made without disagreement or complaint, as soon as possible after the registration of your demand with the confirmation of “acceptance”.

 **This guarantee is valid for 37 months from the date of signing the contract.**

 Signature and seal of the Guarantors

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

 Name of financial institution

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

Address

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

 Date

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

# *PART B: TENDER SUBMISSION FORM*

# Section I. TENDER Form

**To:** [***insert name and address of ERO****]*

(hereinafter “the ERO”)

Title: [*insert Title]*

In response to your letter of invitation and the Decision for opening the bidding procedure for selection of the Supplier of Last Resort to tender for the services requested, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the tender dossier [*insert name of tender]*. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We understand that all relevant provisions in regard to the SOLR service will be applied and we agree to receive the amended Supply License by ERO if we are selected as the Supplier of Last Resort.
3. We offer to perform, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

 [*insert the description of the services]*

1. Financial Offer (Direct Retail Supply Costs) is:

**Financial Offer in figures**: [*insert the Financial Offer in figures* ***€****]*

**And in words** [*insert Financial Offer in words* ***Euro****]*

1. This tender is valid for a period of *[...*] from the final date for submission of tenders.
2. If our tender is accepted, we undertake to provide, as required, a performance guarantee prior to the acceptance of the selection as the Supplier of Last Resort of [*insert amount of guarantee*].
3. We are making this application, for this tender *[insert name*], in our own right led by ourselves. We confirm that we are not tendering for the same services in any other form.
4. We will inform the ERO immediately if there is any change in the above circumstances at any stage during the implementation of the services. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this services.
5. We note that the ERO is not bound to proceed with this tender and that it reserves the right to award services defined herein and that it will incur no liability towards us should it do so.
6. We note that ERO based on reasonable discretion, may cancel the tender process or cancel the award and the selection of the Supplier of Last Resort.
7. Detailed information provided:

|  |  |
| --- | --- |
| **Financial Offer (Direct Retail Supply Costs)**  | **EUR** |

**SUBMITTED BY**

|  |
| --- |
| **Supply licensee Identification** |
| **Company Name** |  |
| **Full Address** |  |
| **Represented by:** |
| **Name& Surname** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

**Name and surname- name of the person duly authorised to sign the tender on behalf of the Supply Licensee: [insert name and surname]**

**Signature: [signature of the authorised person]**

**Place and date: [insert place and date] Stamp of the Leader: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# Section II. FINANCIAL OFFER

|  |  |
| --- | --- |
| **Financial Offer (Total Direct Retail Supply Costs)**  | **EUR** |

|  |
| --- |
| **supply licensee identification**  |
| **Name of Licensed Supplier:** |  |
| **name and first name of the representative:** |  |
| **signature:** |  |
| **date:** |  |
| **Stamp:** |  |