



RWE Gas Storage, s.r.o.

TENDER DOCUMENTATION

(hereinafter referred to only as “TD”) regarding public contract **“GATE Valves 2013-2015”** placed pursuant to the provisions of Section 27 of Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to only as the “Act”) in the form of open tender proceedings.

This tender documentation has been drawn-up in English language solely.

1. Contracting Entity:

RWE Gas Storage, s.r.o., Prosecká 855/68
190 00 Prague, Czech Republic
Registered in the Commercial Register maintained by the Municipal Court in
Prague, Section C, File 124711
Business ID No.: 27892077
Tax ID No.: CZ27892077
Account No.: 17805243/0300 at ČSOB a.s., Praha 5
IBAN: CZ9003000000000017805243
Swift Code: CEKOCZPP

2. Contact Address

Prague, Prosecká 855/68, ZIP CODE 190 00

Contact person: František Janáč

Telephone: +420 739 535 984

E-mail: frantisek.janac@rwe.cz

The above-mentioned contact person of the Contracting Entity shall mediate contacts between the Tenderers and the Contracting Entity. No contact with other persons of the Contracting Entity during the term of the tender is permitted.

3. Subject of the Public Contract

3.1. The subject of the public contract is the delivery of the Gate Valves as specified in the Annex No. 1 – Technical Specification of this TD.

3.2. The subject of the public contract is also:

- a. Delivery of Gate Valves
- b. Pressure testing
- c. Delivery of Drawings and Inspection documents (according to the mining law and ISO, API standards etc.)
- d. Operation and running instruction (i. e. Manuals, procedures, guides etc.)

Additional points are specified in details in Annex No. 1

Each material must be clearly denoted with serial number and this number must be consequently written in relevant documentation which will be handled to the Contracting Entity for each particular material.

4. Supplied Goods Classification According to Implementing Regulation

CPV 42130000-9

CPV 42131291-2

5. Time and Place of the Public Procurement Performance

5.1. **The required term and place of the delivery of the goods:**

Delivery will be done separately for each time period 2013-2015. There can be more than one supply within certain year period, based on need of the Contracting Entity.

The latest delivery for material will be no later than 31 Dec 2015

The Contracting Entity reserves the right to reduce or increase the volume of delivered/ordered goods pursuant to the Act.

commencement.

Required place of delivery:

The tenderer shall deliver goods under DDP condition INCOTERMS 2010 to RWE Gas Storage, s.r.o., UGS Tvrdonice (stock Hrusky), 691 53 Tvrdonice, South Moravia Region, Czech Republic

Together with material 1 copy of relevant documents to the material and shipment must be sent.

RWE Gas Storage, s.r.o., Prosecka 855/68, 190 00 Prague, Czech Republic

5.2. Delivery terms:

DDP to certain location in point 5.1 according Incoterms 2010

6. Terms and Place for Bids Submission

6.1. Term for submission of bids and requirements regarding envelopes designation and securing

The term for bids submission ends on **Dec 3, 2012, at 10,00 a.m.** Tenderers can send their bids by registered mail to the registered address:, Prosecka 855/68, 190 00 Prague, Czech Republic or deliver them personally to the same address – to the reception or to the contact person (telephone from the reception: 2348) on business days between 9:00 a.m. and 11:00 a.m. and between 1:00 p.m. and 2:00 p.m. At the last day only till 10 a.m. The decisive term will be the moment of bid delivery or acceptance.

6.2. The bid must be delivered in writing, in one sealed envelope with all seals stamped, signed by the Tenderer, and visibly designated with the following text:

Tender “Gate Valve 2012-2015” – DO NOT OPEN - NEOTVÍRAT)

Each Tenderer can submit only one bid. The envelope must indicate an address to which the bid can be returned according to the Act.

6.3. The term, during which the Tenderer shall be bound by its bid, shall be 90 calendar days commencing on the day following the last day of the term for bids submission (hereinafter the “award period”).

7. Criteria, Weights and Method of Bids Evaluation

7.1. Criteria and Weights

The total tender price	100%
------------------------	------

The total tender price

The bid price shall be specified as the highest permissible. The bid price shall include all costs related to the contract fulfillment (delivery, , pressure testing, required documentation, bank guarantee and transportation etc. if any).

The tender price means the DDP place of delivery in the Czech Republic in point 5.1 of this Tender Documentation, including transportation packaging according to INCOTERMS 2010. The Tenderer is obliged to fill in the price form attached to this Tender Documentation as its Annex No. 3.

8. Date and Place of Envelopes Opening

Envelopes with bids will be open on **Dec 3, 2012 at 10,01 a.m.** in the meeting room at Prosecka 855/68, 190 00 Prague. The Tenderers whose bids have been delivered to the contracting entity within the time limit for submission of bids are entitled to take part in the opening of envelopes (by max. 2 representatives of each Tenderer). The representatives of the Tenderer will present a proof that they are authorized representatives of the Tenderer.

9. Term for Contracting Entity's Decision Announcement to the Tenderers

The Contracting Entity will announce its decision on the selection of the most suitable bid to the Tenderers within 90 calendar days from the deadline for bids submission.

10. Business Conditions

Business conditions shall be governed by laws of the Czech Republic..

11. Payment Conditions

11.1. Price for the subject of public contract shall be paid as follows either:

100% of the Contract value for delivery of goods will be paid after its full and complete delivery.. The delivery of documentation is the essential condition of the payment for goods a.

Or

100% of the Contract value will be paid as Advance payment against the presentation of Advance payment Letter of Guarantee issued by the first class Bank. Advance payment Letter of Guarantee will be valid until requested delivery will be successfully performed by Tenderer and accepted by the Contracting Entity in written.

Irrevocable bank guarantee must be valid till 30 days upon relevant delivery. Tenderer agrees to prolong bank guarantee if he is asked by Contracting Entity with respect of the work.

The Expenses arising in connection with issuing of Advance payment Letter of Guarantee will be included in the tendering price.

Bank Guarantee will be returned to the Tenderer on request upon delivery of following:

Successful delivery of material and

- 1x commercial invoice
- 2x packing list
- 2x Record confirming that pressure testing were finished successfully, signed by the authorized person of the Contracting Entity
- 4x Documentation, certificates or any other requested documents, if applicable and if not specified elsewhere otherwise within this Tender Documentation or their Annexes.

The payment shall be made on the basis of a tax document (invoice), due 30 days after the receipt by the Contracting Entity. The tax document is deemed to be settled on the day the payments has been debited from the Contracting Entity's account.

The payment condition might be subject of Discount (allowance) as follows (if payment is released before due date):

- 60 days payment 0 % discount
- 45 days payment 1% discount
- 30 days payment 2 % discount
- 15 days payment 3 % discount

The Total price of the contract does not include this Discount (allowance).

The choice of payment condition is up to decision of the Contracting entity within each year for requested period.

- 11.2. Tax document must be exclusively in A4 format, on standard office paper (80 g/m²), printed on one side, text color black, and delivered in one counterpart.
- 11.3. Tax document shall comply with all applicable legal regulations and shall contain the Contracting Entity's number of this contract and number of purchase document. Tax document which does not contain any legal or contractual elements or contains some mistakes will be in the maturity period returned to the Tenderer without payment. The maturity period shall be interrupted by reasoned returning of tax document with the above mentioned deficiencies. The new maturity period will start to run after delivery of newly issued or corrected tax document to the Contracting Entity.

12. Conditions of the Contracting Entity

- 12.1. The Tenderer is not entitled to any compensation for processing and submission of its bid.
- 12.2. The Contracting Entity does not accept any alternative technical or economical solution.
- 12.3. Any bid delivered after the deadline for bids submission will not be included in the assessment and the tenderer will be notified according to the Act.
- 12.4. The warranty period for the Goods shall be 24 months from the date the Goods were duly handed over to the Contracting Entity by handover and takeover protocol..
- 12.5. Each Tenderer can submit only one bid. A Tenderer submitting its own bid within the tender may not be subcontractor of another Tenderer in the same tender at the same time provided that the another Tenderer demonstrates

some part of requested qualification through the above mentioned subcontractor.

- 12.6. The bid shall meet technical up to date standards and rules. The Tenderer must consider the accepted general gas storage regulations and standards, especially CSN EN ISO 1918. For material EN 10204, EN ISO 14310 (API 11 D1), EN ISO 10417 (API 14A), ISO 16070 (API 14L), API RP 14 B.
- 12.7. The Contracting Entity is authorized to send a representative for testing and acceptance of the completion equipment parts. The Tenderer must send invitation for the technical inspection to the Contracting Entity at least 14 days in advance. Tenderer must allow entrance of Contracting Entity employees or third party to all involved facility necessary for inspection.
- 12.8. The complete documentation package for particular inspected material must be ready in 1 original and 3 copies at the place of technical inspection. 1 original and 2 copies will be sent to RWE Gas Storage, s.r.o. Prague, and 1 copy with material to certain location.
- 12.9. The Contracting Entity requires Tenderer's Employee(s) to make the supervision on site.
- 12.10. If the Tenderer finds any discrepancy, ambiguity or conflict in any of the Tender Documents, Tenderer shall so inform Contracting Entity forthwith.

Communication during the Tender period shall be in writing only.

Any queries relating to the Tender shall only be sent to the address and person appointed in article 2 of this documentation. Tenderer shall make no attempts to communicate with any Contracting Entity employee other than the person indicated above.

Tenderer shall not communicate with Contracting Entity after the submission of its Bid. All information issued by Contracting Entity during the tender procedure shall be sent to all tenderers provided that it is set by the Act.

All the additional queries shall be dispatched according to the Act.

13. Requirements of the Contracting Entity

- 13.1. The Tenderer shall demonstrate its professional qualification by a simple copy of its **extract from the Commercial Register** or an extract from another similar register where the Tenderer is registered attached to its bid. Extract from commercial register may not be older than 90 days on the last day of the term for bids submission. Tenderer shall also submit the trade licenses in simple copy.

Documents demonstrating the required qualification will be submitted by a foreign Tenderer in the original language with English translation. Official translation is not required.

The Tenderer is obliged to submit in the bid also simple copies of the extract from the commercial register (not older 90 days) and copies of trade licenses for all its subcontractors.

In case of subcontracting, the Tenderer will submit in the bid the list of the subcontractors with their business name, financial share on the works and the scope and description of their activities on contract execution.

- 13.2. **Tender security:** The Contracting Entity requires the Tenderer to guarantee performance of its obligations resulting from its participation in the tender by a

bank guarantee, insurance of guarantee or by depositing a financial amount of 28,000 EUR (in words: twenty eight thousands euro) or 700,000 CZK (in words: seven hundred thousand Czech crowns) to the bank account of the Contracting Entity (hereinafter referred to only as the “monetary guarantee”). In case of other currency the amount of the bank guarantee will be re-counted by the actual exchange rate at the day the bank guarantee was executed.

The monetary guarantee must be deposited to the Contracting Entity’s account no later than one day before the last day for submission of bids. During this action, the Tenderer shall among others indicate the registration number of this public procurement from CA or TED. The Contracting Entity’s account number is specified in Section 1 of this TD.

“Proof of guarantee deposition” (original counterpart of written confirmation of the bank) must form an integral part of the bid. Bank guarantee or guarantee insurance contract must be valid at least until the end of the award period.

In case of bank guarantee or insurance of guarantee the original of bank guarantee or insurance contract shall be included in the bid.

- 13.3. The bid must comprise **a draft agreement** (which forms the Annex No. 2 of this TD) in Czech language on execution of the subject of public contract **signed by a person authorized to act on behalf or in the name of the Tenderer**. The Tenderer shall only fill in data on places indicated by the Contracting Entity. Any other changes of the draft contract are forbidden and shall lead to the exclusion of the Tenderer from the tender procedure.

Note: In case that the contract is not submitted, is not signed or any changes are made (except the places to fill in), the bid has to be **excluded** immediately from the evaluation procedure, according to the Act!

- 13.4. The Contracting Entity requires that the Tenderer’s bid comprises among others the following documents:

- General and detail drawings with material specifications.
 - drawings
 - detail technical specification of products

- 13.5. The bid shall be submitted in writing in Czech or English language, and it will be submitted in three counterparts (i.e. 1 original + 2 copies). Original of the bid must be designated as the “Original”.

- 13.6. The bid must be correspondingly secured against manipulation with individual pages including Appendixes (preferably, each page should be numbered using an uninterrupted ascending numeric series, with Tenderer’s signature on each page, and with indication of the total number of pages).

- 13.7. The envelope with Tenderer’s bid shall also comprise the bid in electronic form on a CD/DVD (except the documentary part) in MS Word and MS Excel formats.

- 13.8. Bids shall be organized as follows:

- Table of contents of the bid with reference to individual pages
- Information about the Tenderer (contact details)
- Contract price and binding lead time of the goods.
- 4x Draft agreement on public contract performance in accordance to

the Annex No. 2 of TD, signed by an authorized person of the Tenderer

- Other documents required in TD.

- 13.9. According to Section 68 (3) of the Act, the bid shall include:
- a) List of members of statutory body of the bidder, who had employment, functional or similar relation to the contracting entity during last three years;
 - b) If the bidder has a legal form of a joint stock company, it shall submit a list of its shareholders having more than 10% shares on the registered capital;
 - c) Statement of the bidder that it did not and will not conclude the forbidden agreement according to Act No. 143/2001 Sb., on economic competition preservation, as amended in connection with this public tender.

The above mentioned requests shall be fulfilled through an affidavit signed by a person entitled to act on behalf of the bidder.

14. The Contracting Entity reserves the following rights:

- 14.1. To cancel the tender.
- 14.2. To verify the data presented in the bid, for example in individual part of the evaluation criteria.

Annexes:

- 1. Technical Specification
- 2. Draft of the Sales and Purchase Contract
- 3. Price form
- 4. Affidavit of the Tenderer
- 5. Affidavit to the Tender

On: Oct 9, 2012

.....
Andreas Frohwein
Executive

.....
Ing. Lubor Veleba
Executive