

TRSCSSV for RWE Gas Storage, s.r.o. 2013

Tender Documentation

(hereinafter referred to only as "TD") regarding public contract "**TRSCSSV for RWE Gas Storage, s.r.o. 2013**" placed pursuant to the provisions of Section 27 of Act No. 137/2006 Sb., 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.

09/2013

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 TRSCSSV and Services as specified in the Annex No. 1 – Technical Specification of this Tender documentation.

3.2. The subject of the public contract is also:

- a. Delivery of TRSCSSV, which is divided into two independent parts:
 - i. Part I for dimension a) 2 3/8", b) 2 7/8" including installation kit and c) 4 1/2" including installation kit
 - ii. Part II for dimension a) 3 1/2"

Regardless article a. the winner of each part must additionally supply following:

- b. Installation Services (means the first 2 installation service support of each dimension of TRSCSSV with presence of Tenderer specialist)
- 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.)
- e. The training of The Contracting entity's employees or third assigned party including issuing certificate for trained people (certificate which authorize the trained people to do installation and service for they have been trained;

the certificate entitles the authorized person to do installation/service by themselves without presence of Tenderer personnel at site).

Additionally to above mentioned description of Public tender the subject of fulfillment is specified in more detail in the Annex No. 1 – Technical Specification of this Tender documentation or in the Tender conditions.

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.

Tender is split into two independent parts. The particular parts are defined in more detail in Annex No. 3 Price form to the TD. The tenderers are entitled to submit a bid for one or both parts.

Contract will be signed for defined time period till December 31, 2014.

4. Supplied Goods Classification According to Implementing Regulation

CPV 42131147-8

CPV 76411400-1

CPV 76100000-4

5. Time and Place of the Public Procurement Performance

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

The contractual length is set for defined period to 31.12.2014.

Delivery of material will be April 30, 2014

Service – installation support will be no later than 10 days from call of from Buyer to Supplier and no later than Dec 31, 2014.

The Contracting Entity reserves the right to be present during execution of works or might appoint a Third party (TP) on behalf. The costs for this TP will be borne by Contracting Entity. The Tenderer must assign a supervisor to assure that work has been done properly on location all the time the work will be executed.

The authorized person of the Contracting Entity will notice the Tenderer's authorized person about the exact commencement date of the supervision services – installation support, pressure testing and commissioning, 10 days before its starting.

Required place of delivery:

Both parts (i) and (ii) of the tender shall be delivered under DDP condition INCOTERMS 2010 to following locations:

For material:

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.

The place of documentation delivery (meaning of 1 original and 2 copy of documents):

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

The place of services performance:

RWE Gas Storage, s.r.o., UGS Stramberk, 742 66 Stramberk, Czech Republic

RWE Gas Storage, s.r.o., UGS Lobodice, 751 01 Lobodice 224, Czech Republic

RWE Gas Storage, s.r.o., UGS Tvrdonice, 691 53 Tvrdonice, Czech Republic

RWE Gas Storage, s.r.o., UGS Dolní Dunajovice, 691 85 Dolni Dunajovice, CR

RWE Gas Storage, s.r.o., UGS Tranovice, 739 52, Tranovice, Czech Republic

The Supplier will be informed 10 days ahead which location it will be concerned about.

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 **Nov 18, 2013, 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 “TRSCSSV for RWE Gas Storage, s.r.o. 2013” – 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.

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.

- 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

Tender is split into two independent parts. Tenderer has the right to submit the bid either for single or both parts.

The total tender price for Part I	100%
The total tender price for Part II	100%

The total tender price

The Tenderer shall specify a total bid for part/parts he is participating in the price in EUR, VAT excluded. The bid price shall be specified as the highest permissible. The bid price shall include all costs related to the contract fulfillment (delivery, supervision, installation service, pressure testing, commissioning, accommodation and travel costs of Tenderer's personnel, mobilization/demobilization, rental etc. if any).

The bid 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 Call as its Annex No. 3 to the Call.

8. Date and Place of Envelopes Opening

Envelopes with bids will be opened on **Nov 18, 2013 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 are described in Annex No. 2 of this Tender documentation – template of draft contract.

11. Payment Conditions

Business conditions are described in Annex No. 2 of this Tender documentation – template of draft contract.

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 evaluated
- 12.4. The warranty period for the Goods shall be 36 months from the date the Goods were duly handed over to the Contracting Entity or 24 months from installation. The warranty will last valid even if Service-installation is done by certified personnel of The Contracting Entity or Third party.
- 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 Contracting Entity is authorized to send a representative for testing and acceptance of the completion equipment parts or installation services. 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.
- 12.7. 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.
- 12.8. The Contracting Entity requires Tenderer's Employee(s) to make the supervision on site.
- 12.9. 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.

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

In order to clarify all the queries which come up during the bid processing in efficient way, the Contracting Entity is willing to answer the list of Tenderer's queries, which the Tenderer shall submit in written form. The Tenderer shall deliver the queries' list up to Oct 14, 2013 to the contact person, appointed above. The queries shall be answered by the Contracting Entity on a meeting with all Tenderers. This meeting shall be organized on Oct 16, 2013 at 10 a.m. at location RWE Gas Storage, s.r.o., Prosecká 855/68, Prague, 190 00, Czech Republic.

The Tenderer, who will not participate in this meeting, will be provided by with copies of the minutes from the meeting and the queries answered by the contracting entity.

The Tenderer may be represented by two representatives at maximum, due to the limited meeting room facilities.

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

- 12.10. 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 23,000 EUR (in words: twenty three thousands euro) or 600,000 CZK (in words: six hundred thousand Czech crowns) , (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 tenderer shall provide the tender security in the above specified amount regardless the fact, it submits the bid for one or two parts of the Public Contract.

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 Public tender bulletin 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.

- 12.11. The Tenderer is obliged to submit in the bid Contracting authority draft contract, which shall be signed by the person or persons authorized to act for or on behalf of the Bidder and shall be dated. The person or persons signing on behalf of Bidder must be furnished. If the fact of signature approval is not obvious from the extract from the Commercial Register, the Bidder shall provide a copy of the Power of Attorney declaration empowering the signatory to sign the Contract.

The Bidder is allowed to fill in the contract only the fields specifically assigned

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 public tender law!

12.12. Other requirements:

- 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 see Annex 6 of the TD.

- The Tenderer shall submit in its bid the signed affidavits according to Annex No. 4 and 5 of this Tender documentation.

- 12.13. In accordance with the long-term goals and principles of business conduct, the Contractor informs that the RWE Group companies in the Czech Republic

voluntarily undertake to observe the "RWE Conduct Codex", binding these subject to observe clear rules that create a framework for the subjects' business and social behaviour. In order to supervise the observing of the above-mentioned principles, the RWE Group companies in the Czech Republic established the ombudsman institution. For more information concerning "RWE Conduct Codex" and the ombudsman line please access <http://www.rwe.cz/cs/4415/> (CZ version) and <http://www.rwe.cz/en/fraud-prevention-program/> (EN version).

13. The Contracting Entity reserves the following rights:

- 13.1 To cancel the tender.
- 13.2 To verify the data presented in the bid.

Annexes:

- 1. Technical specification
- 2. Draft of the Purchase Contract
- 3. Price form
- 4. Affidavit of the Tenderer
- 5. Affidavit to the Tender
- 6. Affidavit according 68
- 7. Technical condition of work
- 8. Qualification requirements
- 9. Checklist

On 24. 09. 2013



Andreas Frohwein

Executive

RWE Gas Storage, s.r.o.



Ing. Lubor Veleba

Executive

RWE Gas Storage, s.r.o.