



**RWE Gas Storage, s.r.o.**

# **TENDER DOCUMENTATION**

(hereinafter referred to only as “TD”) regarding public contract “**RWE Gas Storage, s.r.o. - Control panels**” 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.

## 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](mailto: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 Control panels and Installation services 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 Control panels
  - b. Installation Services
  - c. Delivery of documentation according Annex No. 1
    - i. GA drawing, (schematic drawing will describe all components and threads of the control panel, the drawing of connection to SCADA, the drawing of cabinet, scope diagram of single well control panel)
    - ii. Design calculation
    - iii. Part list
    - iv. Required documentation (see annex A of Annex No. 1 of TD, part IX. Documentation/Certification requirements) and
      1. Test reports (pressure certification, functional test report)
      2. Test procedures
      3. Product certificates
      4. Shipping documents
      5. Stocking conditions
      6. Installation Operation Manual and Manufacturing Data Book
      7. PED certification on pressure equipment
      8. ATEX certification on assembly by third party
      9. Quality assurance

Documentation above mentioned is considered for delivery, unless specified otherwise in TD.

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

Documentation will be delivered together with control panels.

#### **4. Supplied Goods Classification According to Implementing Regulation**

CPV 45333000-0

CPV 31211110-2

#### **5. Time and Place of the Public Procurement Performance**

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

There can be more than one supply within particular year period, based on the needs of the Contracting Entity.

The contract is set for undefined time period with prediction of supplies for 2013-2017.

The Contracting Entity reserves the right to be presented during the execution of works (installation) or might appoint a Third party (TP) in behalf. The costs for this TP will be borne by Contracting Entity.

The Contracting Entity reserves the right to reduce or increase the volume of estimated goods or services pursuant to the Act.

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

##### **The place of services performance any of the location below:**

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 winning Tenderer will be informed 10 days ahead which location it will be concerned about.

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

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

## 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 25, 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 “RWE Gas Storage, s.r.o. - Control panels” – 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, installation service, pressure testing, commissioning, accommodation and travel costs of Tenderer’s personnel, mobilization/demobilization, transportation, rental etc. if any).

The lump sum prices for services/installation are counted considered as maximal. If the service will be provided in shorter period then stated in the price form (Annex No. 3), actual invoiced volume will be modified according to the unit prices and real performance.

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 **Nov 25, 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 shall be governed by laws of the Austria.

### **Payment Conditions**

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

80 % of the Contract value for delivery of goods will be paid after its full and complete delivery. 20 % of the Contract value for delivery of goods will be paid after execution of the works and 30 days trouble free operation after installation.

100 % of the Contract value for performance of services/installation will be paid after execution of the works, based on total service price per job plus mileage from Hrusky starting point to final destination (particular UGS) based unit prices.

In case that more installation are to be performed in one time, the mob/demob costs will be charged only once. In case that the execution of the works is done in different locations, only the charge for re-location will be applicable.

The delivery of documentation is the essential condition of both payments for goods and works.

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 the all requested service and 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 last installation. Tenderer agrees to prolong bank guarantee if he is asked by Contracting Entity with respect of the work. Prolongation of bank guarantee will be paid by Contracting entity, if this situation occurs.

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

An adequate ensuring shall mean a guarantee in cash or the provision of guarantees issued by entities rated by Standard & Poors at least A-, respectively. BBB+ in the case of guarantees received up to the amount of 25 mio. EUR or equivalent rating agency Moody's or Fitch. The guarantee must be exposed long enough and must be irrevocable

Bank Guarantee will be returned to the Tenderer on request or successful delivery of material and installation service upon delivery of following:

- 1x commercial invoice
- 2x packing list
- 2x Record confirming that the Installation and pressure testing were finished successfully, signed by the authorized person of the Contracting Entity
- 3x 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 60 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 particular order.

- 11.2. Tax document must be exclusively in A4 format, on standard office paper (80 g/m<sup>2</sup>), 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 36 months from the date the Goods were duly handed over to the Contracting Entity by handover and takeover protocol.
- The warranty period for services shall be 14 days from the date of duly handling respective handover and takeover protocol to the Contracting Entity with trouble free operation.
- 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 mentioned in Annex.1.
- 12.7. 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.
- 12.8. The complete documentation package for particular inspected material must be ready in 1 original and 2 copy at the place of technical inspection. 1 original and 1 copy will be sent to RWE Gas Storage, s.r.o. Prague, and 1 copy with material to certain location.
- 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.

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 employees or representants 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.

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 17, 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 22, 2013 at 10,00 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.

### 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 75,000 EUR (in words: seventy five thousands euro) or 1 875,000 CZK (in words: one million eight hundred seventy five 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) 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:



- Installation procedures guidelines including schema,
- 13.5. In the bid, the Tenderer will submit documents on indemnity insurance (valid policy) in connection to performance of the work with a limit of minimally EUR 100,000 (in words: one hundred thousand Euro). This Tenderer may prove this qualification in the bid also by submitting an original affidavit signed by the Tenderer's authorized person. In this affidavit, the Tenderer will commit itself to conclude an insurance policy in the meaning of this clause as the potential winning Tenderer.
- 13.6. 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".
- 13.7. 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).
- 13.8. 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 or PDF formats.
- 13.9. 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 (see annex no. 3).
  - Affidavits according Annex. 4 - 7 of the TD
  - Other documents required in TD and its annexes.
- 13.10. According to Section 68 (3) of the Act, the bid shall include:
- a) List of members of statutory body of the Tenderer, who had employment, functional or similar relation to the contracting entity during last three years;
  - b) If the Tenderer 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 Tenderer 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 Tenderer.

#### **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
6. Affidavit to the Tender
7. Affidavit to the Tender
8. Technical condition of work
9. Checklist

On Sep 30, 2013

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Andreas Frohwein  
Executive

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Ing. Lubor Veleba  
Executive