



# TENDER DOCUMENTATION

to Public Contract

## “Wellheads 2015 - 2017“

awarded under Section 27 of Act 137/2006 Sbl., on Public Contracts, as amended (the “Act” only hereinafter) in the open procedure.

This Tender Documentation has been prepared in English only.

## 1. CONTRACTING ENTITY

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

is part of the third biggest energy group in Europe and the biggest underground gas storages operator in the Czech Republic. It operates 6 underground gas storages in total based on virtual gas storage principle with a total operating volume exceeding 2.6 milliard m<sup>3</sup>, which is approximately the two-month consumption of gas in the Czech Republic in winter.

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

Prosecká 855/68, 190 00 Prague 9, Czech Republic

listed in the Commercial Register administered by the Municipal Court in Prague, Section C., Insert no. 124711

Company Identification No. (IČ): 27892077

Tax Registration No. (DIČ): CZ27892077

No. of CZK bank account: 17805243/0300 at ČSOB a.s., Prague 5

IBAN: CZ900300000000017805243

SwiftCode: CEKOCZPP

No. of EUR bank account: 2142281/0300 (cash operations only) at ČSOB a.s., Prague 5

IBAN EUR: CZ6303001752810017805243

(the "Contracting Entity")

## 2. CONTACT ADDRESS (authorized representative of the contracting entity)

### **RWE Česká republika a.s.**

Limuzská 12/3135, 100 98 Prague 10 – Strašnice

Work Centre: Prosecká 855/68, 190 00 Prague 9, Czech Republic

Contact Person: Ing. Vít Hanák, Manager, Strategic Procurement

Telephone: +420 739 535 985

E-mail: [vit.hanak@rwe.cz](mailto:vit.hanak@rwe.cz)

The above stated contact person of the contracting entity facilitates contacts between the suppliers/bidders and the contracting entity. It is not permitted to contact other employees of the contracting entity in the award procedure.

## 3. Subject of the Public Contract

3.1. The subject of the public contract is the delivery of the Wellheads 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 Wellheads
- b. Installation Services
- c. Delivery of documentation according Annex No. 1

Each Wellhead 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 wellhead.

Documentation will be delivered together with Wellheads.

Contracting Entity reserves the right to reduce or increase the volume of delivered/ordered goods or services within range of 30 % under unchanged conditions.

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

CPV 42131300-9

CPV 45333000-0

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

##### **5.1 Time of goods and documentation delivery:**

Frame contract for deliveries 2015 – 2017.

Goods incl. documentation shall be delivered till March 15<sup>th</sup> of the concrete year (2015, 2016 2017) at the latest. The exact quantities and conditions are specified in the Annex No. 1 of this TD.

##### **5.2 Required time of installation:**

Frame contract in 2015 - 2017. The estimated time of installation services:

2015 app. 2-4 installation services

2016 app. 7-9 installation services

2017 app. 7-9 installation services

After the delivery of the goods at the concrete year the contracting entity shall inform the tenderer about the approximate month and location of the installation services. Call off for service will be done per e-mail not later than 10 working days before installation.

##### **5.3 Required place of goods and documentation delivery:**

The tenderer shall deliver goods under EXW condition.

##### **5.4 The place of installation services any of the locations below in CZ:**

RWE Gas Storage, s.r.o., UGS Štramberk, 742 66 Štramberk

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

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

RWE Gas Storage, s.r.o., UGS Třanovice, 739 52, Třanovice

#### **6. MANNER, TIME AND PLACE OF THE BIDS SUBMITTING**

- 6.1 Time limits for the bids submitting and the requirements for the envelope marking and securing

The bidders may send their bids by registered mail till **02. 09. 2014 10a.m.** at the latest to the company address RWE Česká republika a.s., Prosecká 855/68, 190 00 Prague 9, or deliver them in hand at the same address to the reception desk or to the contact person between 9:00 and 11:00 and 13:00 and 15:00 on workdays. The last day till 10 a.m. only. The decisive time shall be the time of the delivery or receipt of the bid. The bid must be submitted in writing, in a single sealed envelope with stamps on the stickers, signed by the bidder and marked distinctively as follows:

**COMPETITION – “Wellheads 2015 – 2017” – DO NOT OPEN”**

- 6.2 The bids shall be made in writing in 3 copies (1 original + 2 duplicates) in the Czech or English language. The original of the bid shall be marked as the “original”.
- 6.3 The bid must be adequately secured against manipulation with the separate sheets including the annexes (preferably each sheet numbered in uninterrupted sequence and signed by the bidder).
- 6.4 The text part of the bid (all documents with the exception of those issues by a third person) shall be submitted also in electronic form (such as CD, DVD or a flash disc).
- 6.5 Each bidder may submit no more than one envelope containing a bid. The envelope containing the bid must include the return address to which notification of the

## **7. Bid Price, Criteria and Method of Bids Evaluation**

- 7.1 The bid price shall be specified as the highest permissible. The bid price shall include all costs related to the contract fulfillment (delivery of goods, installation service, pressure testing, commissioning, accommodation and travel costs of Tenderer’s personnel, mobilization/demobilization, transportation, rental etc. if any).
- 7.2 The Tenderer is obliged to fill in the Price Form attached to this Tender Documentation as its Annex No. 3. The tenderer is obliged to attach also the price list where the lump sum for installation will be in detail - price break down.
- 7.3 The lump sum prices for goods delivery, installation and transport per km are considered as maximal.
- 7.4 The tender price means the EXW place of delivery in the Czech Republic in point 5.1 of this Tender Documentation, including transportation packaging according to INCOTERMS 2010.
- 7.5 The price for installation services is subject to inflation in 2016 and 2017 based on the inflation declared by the ČNB (Czech National Bank) in January each year.

## **8. Date and Place of Envelopes Opening**

Envelopes with bids will be open on **02. 09. 2014 at 10a.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.

## **11. Payment Conditions**

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

- 80 % of the Contract value for delivery of goods incl. documentation will be paid after its full and complete delivery to stock Hrušky (each year). 20% of the Contract value for delivery of goods incl. documentation will be paid after the installation and 30 days trouble free operation after installation, not later than 31.12. each year
- 100 % of the Contract value for performance of installation will be paid after execution of the works, based on total service price per job plus mileage from starting point to final destination (particular UGS) based unit price per km. The Contract Value for installation services is subject to inflation in 2016 and 2017 based on the inflation declared by the ČNB (Czech National Bank) in January each year.

## **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. The warranty period for services shall be 30 days trouble free operation after installation.
- 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. 5 of this TD.
- 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. If the Tenderer finds any discrepancy, ambiguity or conflict in any of the Tender Documents, Tenderer shall so inform Contracting Entity forthwith.
- 12.9. Communication during the Tender period shall be in writing only.
- 12.10. 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 representatives other than the person indicated above.
- 12.11. Tenderer is not entitled to 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.
- 12.12. Contracting Entity accepts the installation will be provided by the subcontractor of the Tenderer (the subcontractor must be specified in the bid – see 13.6. of this TD).
- 12.13. The Tenderer acknowledges the fact that the Contracting Entity conducts its business in compliance with the rules set out in the RWE Code of Conduct and may be viewed at the following web address: <http://www.rwe.com/web/cms/en/90780/suppliers/code-of-conduct/> and undertakes to support compliance with the rules and principles contained therein. The Tenderer further undertakes to implement the principles defined within the scope of the Global Compact Initiative of the United Nations on human rights, working conditions and the environment, as well as corruption ([www.unglobalcompact.org](http://www.unglobalcompact.org)). The Tenderer agrees to ensure that any of its Sub-Suppliers shall support compliance with the rules and principles contained in the RWE Code of Conduct as well as implement the principles defined within the scope of the Global Compact Initiative of the United Nations on human rights, working conditions and the environment, as well as corruption.
- 12.14. The Tenderer will accept and apply the Business Terms for Ensuring Occupational Health and Safety (OHS), Environmental Protection (ENV) and Fire Protection (FP) conditions (hereinafter the “Business Terms”) dated February 1, 2014 and published at <http://www.rwe.cz/en/4967/> form an integral part of this Tender. The provisions of the Business Terms will be applied as appropriate to the performed activities, as stated in the terms.

### **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.

- 13.2. The contracting entity requires that the bidders shall give security to guarantee the performance of their obligations resulting from the participation in the award procedure in relation to that part of the contract for which the bid is submitted in in CZK 460.000 od adequate in EUR 16.500,-

The tender security shall be given by the bidder in the form of a deposit of a monetary to the account of the contracting entity ("tender security"), in the form of a bank guarantee or security insurance.

Where the tender security is given in the form of a bank guarantee, the bidder shall arrange for the validity of the security throughout the entire award period. The **award period** shall run from the date of expiry of the time limit for the submission of bids.

The pecuniary security must be credited to the contracting entity account **no later than one day before the day** which is the last day to submit a bid. The bidder shall state as the variable symbol the registration number of this public contract from IS VZ US system (central address).

Where the tender security is given in the form of a bank guarantee or security insurance, the "Certificate of Guarantee" (an **original** of a written statement of a bank or of the insurance contract) must be part of the bid.

By the bank guarantee, the bank undertakes to pay the contracting body the above mentioned sum based on a written application that includes a statement that the bidder (the bank guarantee principal) failed to comply with his commitments arising from the guarantee for the performance of his obligations in connection with the participation in the awarding procedure.

The bank guarantee shall be issued by entities rated at least BBB+ by Standard & Poors or with an equivalent rating by Moody's or Fitch.

Bank Guarantee shall be irrevocable, unconditional, non-assignable and payable on first call.

In the event that the bank guarantee fails to not meet the above parameters, the bidder shall be excluded from the tender in accordance with the law.

- 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. 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) or adequate in CZK. 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.

- 13.5. Where the economic operator is unable to demonstrate the fulfilment of certain qualifications required by the contracting entity it is entitled to demonstrate the fulfilment of lacking qualifications by means of a sub-contractor. In such an event, the Tenderer shall submit apart from the qualifications documents of

the sub-contractors by means of which he documents his lacking qualification an **excerpt from the Commercial register of the sub-contractor and a contract made between the Tenderer and the subcontractor** through which the sub-contractor undertakes to provide performance, items or rights to the Tenderer necessary to the contract discharge, at least within the scope in which the subcontractor documented the qualifications instead of the Tenderer. The documents may be presented in a simple copy, the excerpt from the Commercial Register must not be older than 90 days at the last day of the bidding period.

- 13.6. If a Tenderer intends to use a sub-contractor to perform the contract, the bid must contain **a list of sub-contractors** stating the parts of the performance which will be sub-contracted together with the share of the sub-contractor in the contract as well as the scope and specification of the sub-contractor's activities in the contract discharge.
- 13.7. The Tenderers shall document their technical qualifications in the bids by **a list of significant similar supplies** completed in the past 3 years according to Annex no. 6. Significant similar supplies mean a supply of goods of a scope and parameters comparable to this subject of delivery according to this tender documentation.
- 13.8. The Contracting Entity requires in the Tenderer's bid **the drawings of each type of wellhead** in cross-section including description (according to the specification in Annex No. 1).
- 13.9. The Contracting Entity requires in the Tenderer's bid the copies of **API certificates**.
- 13.10. In their bids, the Tenderers shall submit the Affirmation of the declaration, list of statutory bodies and a list of shareholders according to the Annex No. 4 of this TD signed by a person authorized to act for or on behalf of the Tenderer.
- 13.11. The Contracting Entity requires in the Tenderer's bid the name, position and the contacts (phone, e-mail) of the person authorized to act on the 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. Technical condition of work
6. List of significant similar supplies
7. Checklist

On July 7, 2014