

APPLICATION FOR EIB-FUNDED WORKS CONTRACT

Contract notice: EIB-GtP/1/2021/3.4-2

Contract title: Lot 2: Reconstruction and modernization of existing railway line and construction of the second track railway Belgrade-Nis, Stalac-Djunis Section

Please supply one signed application (for each lot, if the tender procedure is divided into lots), together with **three copies**. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing wherever possible. Your application must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this application must concern only the legal entity or entities making the application.**

Any documentation (brochures, letters etc.) sent in addition to what has been requested with your application will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping set up informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If they do, they must prove to the contracting authority that they have the resources needed to perform the contract, for example by producing a commitment from those entities to place resources at their disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and nationality as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED by (i.e. the identity of the candidate)

	Name(s) of legal entity or entities making this application	Nationality ¹
Leader ²		
Member		
Etc ...		

¹ Country in which the legal entity is registered.

² Add / delete additional lines for consortium members as appropriate.

Note that a subcontractor is not considered to be a consortium member for the purposes of this application form. Subsequently, data on subcontractors must not appear in the data related to the economic, financial and professional capacity. However, data on specialist subcontractors may appear in the data related to professional and technical capacity.

If this application is submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the leader and/or any consortium members between the deadline for receipt of applications indicated in the contract notice and the award of the contract is not permitted without the prior written consent of the contracting authority.

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 DECLARATION(S)

As part of their application, each legal entity identified under point 1 of this application, including every consortium member, as well as each capacity-providing entity and (if already identified at this stage) each subcontractor, must submit the signed declarations and EIB Covenants using the attached templates (Annex I, Annex II and Annex III). The declarations and covenants may be in original or in copy. If copies are submitted, the originals must be sent to the contracting authority upon request.

4 STATEMENT

I, the undersigned, the authorised signatory of the above candidate (for consortiums, this includes all consortium members), hereby declare that we have examined the contract notice for the restricted tender procedure referred to above. If our application is short-listed, we fully intend to submit a tender to provide the works requested in the tender dossier.

We understand that our tender may be excluded if we use staff who has been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EIB.

We are fully aware that, for consortiums, the composition of the consortium cannot be changed in the course of the tender procedure, unless the contracting authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the contracting authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

Signed on behalf of the candidate

Name	
Signature	
Date	

ANNEX I

DECLARATION REFERRED TO IN POINT 3 OF THE APPLICATION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

<Name and address of the contracting authority — see point 5 of the contract notice >

Your ref: EIB-GtP/1/2021/3.4-2

Dear Sir/Madam

In response to your contract notice EIB-GtP/1/2021/3.4-2, we, < name(s) of legal entity or entities >, confirm that we intend to submit a tender for the contract for “Lot 2: Reconstruction and modernization of existing railway line and construction of the second track railway Belgrade-Nis, Stalac-Djunis Section” if we are invited to do so.

We hereby declare that we:

- are making this application [on an individual basis]* [as member of the consortium led by [< name of the leader] [ourselves]]* for this contract. We confirm that we are not involved in any other application for the same contract, in any form (as a member, leader, in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 2.5.6. of the practical guide, have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this application according to Section 2.5.5. of the practical guide;
- [have attached a current list of the enterprises in the same group or network as ourselves] [are not part of a group or network]* and have only included data in the application form concerning the resources and experience of [our legal entity] [our legal entity and the entities for which we attach a written undertaking]*; and
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

We also undertake, if required, to provide evidence of our financial and economic standing and our technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice.

[* Delete as applicable]

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>

DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: ('the person')	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the person')

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority³, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(4) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		

³ The same institution or agency.

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>
(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to: i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or	<input type="checkbox"/>	<input type="checkbox"/>

<p>control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>iii. facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks;</p> <p>iv. information transmitted by Member States implementing Union Funds;</p> <p>v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
---	--	--

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS.

Not applicable to natural persons, Member States and local authorities

(5) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE [LEGAL] PERSON

(7) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u><i>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation:</i></u>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(8) declares that the [above-mentioned] [[the] [each]] person:	YES	NO	N/A
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[V] [VI] – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority, the person must provide information on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority⁴. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The person subject to this declaration may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name Date Signature]

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

⁴ The same institution or agency.

VII – SELECTION CRITERIA

(9) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 12 of the Instructions to tenderers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 12.2 of the Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 12.2 of the Instructions to tenderers;.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(10) if the above-mentioned person is the sole tenderer or the leader in case of a consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority⁵. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

[The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.]

Full name

Date

Signature

⁵ The same institution or agency.

ANNEX II

COVENANT OF INTEGRITY

Covenant of Integrity to be used by the LF in EBRD-EIB joint co-financed Projects

For contracts co-financed by the EIB and the EBRD under the Procedural Framework (Version 1.2)

Date: _____
Tendering No: _____
Invitation for Tender No.: _____

To: (insert name of Client/Promoter)

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank (“EIB”) and the European Bank for Reconstruction and Development (“EBRD”, EBRD and EIB jointly hereafter the “Banks”). The Banks and the [*specify client/ Promoter*] have agreed that this tender process is governed by [*specify either: the European Investment Bank’s “Guide to Procurement” or the European Bank for Reconstruction and Development’s Procurement Policies and Rules.*].

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any sub-contractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:⁶

Name of Recipient	Address	Reason	Amount
.....
.....

We declare that no affiliate of the Client/ Promoter is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;

⁶ *If none has been paid or is to be paid, indicate “none”.*

- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;
- (iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions⁷ and/or UN Sanctions⁸ and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and
- (v) we covenant to immediately inform [Promoter and EBRD/EIB (whoever is Lead Financier)] if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) (ii) (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required ⁹
.....
.....

We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN Sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

We furthermore acknowledge that we will be ineligible to be awarded an EBRD-financed contract or for EBRD funding if we are included on EBRD’s lists of persons or entities ineligible to become an EBRD counterparty (as such lists may be found on EBRD’s website) or we are subject to UN Sanctions.

At any time following the submission of our tender, we shall grant, and shall cause our joint venture partners and consortium members, as well as our subcontractors, consultants, subconsultants, employees, agents, service providers, and any other third parties engaged or involved for any part of the Contract to permit the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right to inspect and copy, our books and records and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have them audited by the EIB, EBRD, the competent EU institutions or bodies, and auditors appointed by any of them. We agree to preserve all books and records and documents (on any media or in any format) related to the procurement process and execution of the Contract generally in accordance with applicable law but in any case for at least six years from the date of tender submission and, in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:¹⁰

- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

⁷ Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU.

⁸ Pursuant to Article 41 Chapter VII of the United Nations Charter.

⁹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.

¹⁰ EBRD refers to Prohibited Conduct as ‘Prohibited Practices’ as defined in EBRD’s Enforcement Policy and Rules (<http://www.ebrd.com/integrity-and-compliance.html>). EIB’s definitions of ‘Prohibited Conduct’ are contained within its “Anti-Fraud Policy” (<https://www.eib.org/en/publications/anti-fraud-policy>).

- **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Obstructive Practice** which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the Banks' contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;
- **Misuse of EBRD resources or EBRD assets** which means improper use of EBRD's resources or EBRD's assets, committed either knowingly or recklessly;
- **Money Laundering**¹¹;
- **Terrorist Financing**¹².

Name: _____

In the Capacity of: _____

Signed: _____

Duly authorised to
sign the Tender for
and on behalf of: _____

Date: _____

Notes: The original of this Covenant must be kept by the [client/ promoter] and made available upon request from either the EIB or EBRD.

In the case of an EIB international procurement procedures (as defined in EIB article 3.3.2) a second original of this Covenant must be submitted to the EIB at the following address *[specify address]*

The Covenant is not mandatory for contracts awarded prior to EIB or EBRD involvement in the project. Nevertheless, client/promoters who are seeking or may seek EIB or EBRD involvement in a project are advised to include it in order to promote integrity among the tenderers/contractors. This is particularly relevant in the case of a client/promoter who has already implemented a number of previous Bank financed projects and is considering further EIB or EBRD financing.

¹¹ Money Laundering is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>

¹² Terrorist Financing is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>

ANNEX III

ENVIRONMENTAL AND SOCIAL COVENANT

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards¹³ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to 'Serbian Railways Infrastructure' JSC as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems¹⁴; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in Environment Impact Assessment¹⁵ and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting six-monthly environmental and social monitoring reports to 'Serbian Railways Infrastructure' JSC; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable]¹⁶ and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide 'Serbian Railways Infrastructure' JSC with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with 'Serbian Railways Infrastructure' JSC, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing 'Serbian Railways Infrastructure'

¹³ <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

¹⁴ ²⁰ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm

¹⁵ For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans)

¹⁶ For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

JSC with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with ‘Serbian Railways Infrastructure’ JSC, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

FORM 1

GENERAL INFORMATION ABOUT THE CANDIDATE

All individual companies and each partner of a joint venture/consortium applying for prequalification are requested to complete the information in this form.

The attached legal entity form should also be completed.

1. Name of company

.....

2. Registered address

.....

Telephone Fax

Telex

E-mail

3. Names and nationalities of principals/directors and associates

.....

.....

.....

.....

.....

4. Type of company (natural person, partnership, corporation etc.)

.....

5. Description of company (e.g. general civil engineering contractor)

.....

6. Company's nationality

.....

7. Number of years of experience as contractor

- in own country

- internationally

8. Registration details

.....

Please attach copy of the registration certificate

9. Equity in the company shares

(%)

.....

10. Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other

.....
.....
.....

11. If your company is a subsidiary, what involvement, if any, will the parent company have in the project?

.....
.....

12. Foreign companies must state whether they are established in the state of the contracting authority in accordance with applicable regulations (for information only)

Signature:

(a person or persons authorised to sign on behalf of the candidate)

Date :

FORM 1.1

DATA ON JOINT VENTURE

1 Name

.....

2 Managing board's address

.....

.....

Telex :

Telephone : Fax : E-mail :

3 Agency in the state of the contracting authority, if any (in the case of a joint venture/consortium with a foreign lead partner)

Office address :

.....

Telex :

Telephone : Fax

4 Names of all partners of joint venture (if different then point 1 of the application form)

i)

ii)

iii)

Etc.

5 Name of lead partner of joint venture (if different then point 1 of the application form)

.....

.....

6 Agreement governing the formation of the joint venture/consortium

i) Date of signature:

ii) Place:

iii) Enclosure - joint venture/consortium agreement or declaration of intention to form joint venture/consortium including details of the participation of each party, including capital contribution and profit/loss agreements. Also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.

7 Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each

.....

.....

.....

.....

.....

FORM 1.2

DATA ON SPECIALIST ELECTRIFICATION AND/OR SIGNALLING & TELECOM SUBCONTRACTORS AND DESIGN SUBCONTRACTORS (if applicable)

Specialist Subcontractor / Design Subcontractor name and address	Brief Description of the Services/Works, including expected share of the contract scope

Where the candidate proposes to use a specialist electrification and/or signalling & telecom subcontractors and/or design subcontractor for the execution of any part of the contract, the candidate shall provide the following information for each proposed specialist subcontractor(s):

- name, head office address;
- place of incorporation/registration;
- year of incorporation/registration and contact details;
- brief description and the estimated value of the part of the contract, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor(s) to perform the proposed part of the contract including:

(a) experience and past performance on the execution of similar works/provision of services;

(b) capabilities with respect to personnel, equipment, and construction; and

(c) financial position

- appropriate justification of the need for the use of the proposed specialist subcontractor for the execution of the contract

*[The data on specialist subcontractors should be supplied using the respective Forms (to be marked with *) for each subcontractor]*

FORM 2

FINANCIAL CAPACITY

The candidate must demonstrate current soundness of its financial position and demonstrate access to, or availability of, financial resources to meet the overall cash flow requirements for this contract and its current commitments according to the criteria indicated in the contract notice.

All individual companies and all partners of a joint venture/consortium are requested to complete the following table of financial data based on its annual accounts and latest projections. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data and declarations presented by the candidate must be given in euro or national currency (NC) equivalent. Original bank statements may be also attached for reference.

1 Basic capital

Amount.....	EUR or NC
Currency.....	EUR or NC
Authorised.....	EUR or NC
Issued.....	EUR or NC

2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years.

Euro or NC	Year-3	Year-2	Last year	Current year	Year +1	Year +2
At home						
Abroad						
Total						

3 Approximate value of works in hand (at home and abroad)

(euro or national currency)

4 ¹Please attach copies of the company's certified financial statements of account for the last **three financial years** for which accounts have been closed (with translations into the procedural language, if necessary), with an independent audit report, from which the following basic data will be abstracted. Please provide estimates of the same information for the next **two years**.

Euro or NC	Year-2	Year-1	Last year	Current year	Year+1	Year+2
1.Total assets
2.Total liabilities
<i>Net value (1 minus 2)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>

3.Current assets	.....	.....	.....	.....	.....	.....
4.Current liabilities	....	.....	.....	.....	..	..
<i>Working capital (3 minus 4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u> ..	<u>.....</u> ..
5.Pre-tax profits	.....	.....	.....	.....	.....	.....
6.Losses	.....	.....	.....	.....	.....	.....

					

5 Name and address of banks (principal/others):

.....
.....

6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in euro or NC equivalent)

Signature:

(*person(s) authorised to sign on behalf of the candidate*)

Date

FORM 3.1
GENERAL CONSTRUCTION EXPERIENCE

Individual candidate Legal Name: _____

Joint venture / consortium Partner's Legal Name: _____ *(please delete if not applicable)*

Prequalification No: _____

Page _____ of pages

List of contracts of similar nature and scale completed during the past **seven (7) years**. This form is to be completed by the individual candidate and each partner of a joint venture / consortium.

The value should be based on the currencies of the contracts and equivalent value in Euro, at the date of final acceptance. The information is to be summarized, using Form 3.1 and/or Form 3.2, for each contract completed by the individual candidate or by each partner of a joint venture / consortium.

Contract No.	Starting Month / Year	Ending Month / Year	Contract Identification and Name Name and Address of Client Brief Description of the Works Executed by the candidate	Total Contract Amount (MEUR)	Value of the Works implemented by candidate (MEUR)	Role of candidate ¹⁷ in reference contract
01						
02						
03						
04						
05						
.....						

Signature

(person(s) authorised to sign on behalf of the candidate)

Date

¹⁷ Choose one: Main Contractor (M), Lead partner in JVCA (L), Other partner in JVCA (O), Subcontractor (S)

FORM 3.2

SPECIFIC CONSTRUCTION EXPERIENCE

Individual candidate Legal Name: _____

Joint venture / consortium Partner's legal name: _____ (please delete if not applicable)

Specialist electrification and/or signalling & telecom Subcontractor's legal name: _____ (please delete if not applicable)

Prequalification No: _____

Page _____ of pages

Complete one (1) form per contract

Contract No...of.....	Contract Identification and Name			
Award date:		Completion date:		
Role in contract:	<input type="checkbox"/> Main Contractor	<input type="checkbox"/> Leader in JVCA	<input type="checkbox"/> Other partner in JVCA	<input type="checkbox"/> Subcontractor ¹⁸
Total Contract Amount (MEUR)	<i>(state the currency, as per Contract Notice Clause 28)</i>			
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total (%)	Amount (MEUR)		
Client's name:				
Client' address:				
Telephone number:				
Fax Number:				
Email:				
Nature of works and special features relevant to the contract for which the candidate wishes to prequalify:				
b) Length of railway track constructed (km):	.....		
c) Identification and length of public railway, metro or road tunnels executed by NATM methods that are longer than 1km:	Tunnel "T1", L=.....m			
	Tunnel "T2", L=.....m			
d) Identification and length of railway or road-railway bridges that are longer than 250m:	Bridge "B1", L=.....m			
	Bridge "B2", L=.....m			
e) Identification and length of road or railway or road-railway bridge or overpass that are longer than 500m:	Bridge/Overpass "B1", L=.....m			
	Bridge/Overpass "B2", L=.....m			
f) Length of railway electrification and power supply works (km):	.....		
g) Length of railway signalling and telecom systems works (km)	.....		

Please attach here copies of the respective certificates of final acceptance signed by the supervisors / contracting authority /Employer / the Engineer of the projects concerned. The contracting authority reserves the right to ask for further clarification from the supervisors/contracting authorities.

¹⁸ Subcontractor's specific construction experience is acceptable for works and special features under f) and g) only

Signature
(*person(s) authorised to sign on behalf of the candidate*)

Date

FORM 3.3

SPECIFIC DESIGN EXPERIENCE

Individual candidate Legal Name: _____

Joint venture / consortium Partner's legal name: _____ (please delete if not applicable)

Specialist design Subcontractor's legal name: _____ (please delete if not applicable)

Prequalification No: _____

Page _____ of pages

Complete one (1) form per contract

Contract No...of.....	Contract Identification and Name			
Award date:		Completion date:		
Role in contract:	<input type="checkbox"/> Main Contractor	<input type="checkbox"/> Leader in JVCA	<input type="checkbox"/> Other partner in JVCA	<input type="checkbox"/> Subcontractor ¹⁹
Total Contract Amount (MEUR)	<i>(state the currency, as per Contract Notice Clause 28)</i>			
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total (%)		Amount (MEUR)	
Client's name:				
Client' address:				
Telephone number:				
Fax Number:				
Email:				
Nature of design services and special features relevant to the contract for which the candidate wishes to prequalify:				
h) Length of railway track designed (km):		.....	
i) Identification and length of railway tunnels designed that are longer than 1km (cut and cover tunnels are excluded):		Tunnel "T1", L=.....m Tunnel "T2", L=.....m		
j) Identification and length of railway or road-railway bridges designed that are longer than 250m:		Bridge "B1", L=.....m Bridge "B2", L=.....m		
k) Length of designed railway electrification and power supply works (km):		.....	
l) Length of designed railway signalling and telecom systems works (km)		.....	

Please attach here copies of the respective certificates of final acceptance signed by the client / contracting authority of the projects concerned. The contracting authority reserves the right to ask for further clarification from the client/contracting authorities.

Signature
(person(s) authorised to sign on behalf of the candidate)

Date

¹⁹ Subcontractor's specific design experience is acceptable for design services and special features under h), i), j), k) and l).

FORM 6 LITIGATION HISTORY

Individual candidate Legal Name: _____

Joint venture / consortium Partner's Legal Name: _____ *(please delete if not applicable)*

Prequalification No: _____

Page _____ of page

This form is to be completed by the individual candidate and each partner of a joint venture / consortium.

Please provide information on any history of litigation or arbitration resulting from contracts executed, whether as main contractor or as consortium-member, during the **last five (5) years** (2017, 2018, 2019, 2020, 2021) or currently under execution.

Year	Ruling FOR or AGAINST candidate	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in euro or NC)

Signature

(person(s) authorised to sign on behalf of the candidate)

Date

FORM 7
COMPLIANCE WITH INTERNATIONAL STANDARDS

Individual candidate Legal Name: _____

Joint venture / consortium Partner's Legal Name: _____ *(please delete if not applicable)*

Prequalification No: _____

Page _____ of page

This form is to be completed by the individual candidate and each partner of a joint venture / consortium.

Please provide information on identification certificate (full name of the certificate), date of issue, areas covered by the certificate, expiry date, issuer name, address, telephone / fax number, email, and compliance with international standards (ISO 9001, ISO 14001 and ISO 45001).

In absence of ISO certificates or proof of conformity with ISO standards, the candidate shall provide the information on Health & Safety Policy, Environmental Management Policy, Declaration of compliance with ILO core labour standards in operations, Reviews, inspections and audits related to ESHS issues within the company and especially on construction sites, Internal and external integration and enforcement policy and Procedures on main ESHS issues.