



JOINT STOCK COMPANY FOR PUBLIC RAILWAY
INFRASTRUCTURE MANAGEMENT
"INFRASTRUCTURE OF SERBIAN RAILWAYS",
BELGRADE

11000 BELGRADE, Nemanjina 6, Company No:21127094, TIN 109108420, Current account: 205-222959-26

PROCUREMENT AND CENTRAL WAREHOUSES DEPARTMENT

11000 Belgrade, 6 Nemanjina St.

Phone: +381 11 3611 237

No: 24/2018-1366

Date: 20.06.2018.

TENDER DOCUMENTS

**PUBLIC PROCUREMENT OF THE SERVICE FOR THE PREPARATION
OF THE STUDY FOR DEFINING CONDITIONS FOR OPERATION OF
TRAINS WITH DIESEL TRACTION AND OPERATION OF TRAINS
CARRYING DANGEROUS GOODS THROUGH VRAČAR TUNNEL AND
OTHER STRUCTURES IN THE AREA OF BELGRADE RAILWAY
NODE**

OPEN PROCEDURE

PUBLIC PROCUREMENT No. 23/2018

April, 2018

Pursuant to Article 32 and 61 of the Law on Public Procurement (RS Official Gazette No 124/2012, 14/2015 and 68/2015, hereinafter LPP), Article 2 of the Rules on Mandatory Elements of Tender Documents in Public Procurement Procedure and on Manner of Proving Fulfilment of Requirements (RS Official Gazette No 86/2015), Decisions on Initiating Public Procurement Procedure No 1/2018-1717 dated 19.06.2018. and Decree on Formation of Public Procurement Committee No 1/2018-1717/1 dated 19.06.2018, it was prepared as follows:

TENDER DOCUMENTS

for public procurement of the service for the preparation of the study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in an open procedure, Procurement No 23/2018

Tender Documents comprise:

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Tender Documents contain 59 pages in total.

I GENERAL PROCUREMENT DATA

1. Employer data:

Employer: Joint Stock Company for Public Railway Infrastructure Management
„Infrastruktura železnice Srbije“

Address: 11000 Belgrade, 6 Nemanjina St.

Web-site: www.infrazs.rs

2. Public Procurement Type

The respective public procurement is carried out in an open procedure, in accordance with the Law on Public Procurement („RS Official Gazette No 124/2012, 14/2015 and 68/2015) and by-laws governing public procurement, Law on Railway („RS Official Gazette” No 41/18), Law on Safety in Railway Traffic („RS Official Gazette” No 41/18), Law on Interoperability of Railway System („RS Official Gazette” No 41/18), Law on Confirmation of Amendments of and Supplements to the Convention concerning International Carriage by Rail (COTIF), Uniform Rules APTU (Appendix F to COTIF 1999); International Convention concerning the Carriage of Dangerous Goods by Rail RID; Law on Transport of Dangerous Goods (“RS Official Gazette” No 104/16 dated December 31, 2016); Law on Fire Protection (“RS Official Gazette” No 11/09 and 20/2015); Law on Emergency Situations (“RS Official Gazette” No 111/09,92/11, 93/12); Technical Specifications for Interoperability "Safety in Railway Tunnels" (TSI SRT); Safety Management System "IŽS a.d."; Safety Management Systems for Railway Undertakings; Recommendations of relevant international institutions; Rulebook on technical conditions and permanent way maintenance of railway lines („RS Official Gazette” No 39/16 and 74/16); and other relevant acts, regulations and standards applicable to this type of activity.

3. Public Procurement Scope

Scope of Public Procurement No 23/2018 is the procurement of the service for preparation of the study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node.

4. Objective of Procurement

Public procurement procedure is carried out with a view to concluding the public procurement contract.

5. Deadline for contract award decision

Employer shall reach the decision on contract award within 25 days from the day of public opening of tenders.

6. Contact:

Procurement and Central Warehouses Department:

- e-mail: nabavke.infra@srbrail.rs

every workday from 8 to 16.

II DATA ON PUBLIC PROCUREMENT SCOPE

1. Public Procurement Scope

Scope of Public Procurement No 23/2018 is the service for the preparation of the study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node

Name and mark from general procurement glossary - 71600000 –technical examination, analysis and consulting services.

2. The public procurement is not divided in lots.

III TYPE, TECHNICAL CHARACTERISTICS, DESCRIPTION OF THE SERVICE - PREPARATION OF RISK ASSESSMENT STUDY FOR OPERATION OF TRAINS CARRYING DANGEROUS GOODS THROUGH VUKOV SPOMENIK TUNNEL

1. INTRODUCTION, BACKGROUND

The Government of the Republic of Serbia has reached the Decision on cancellation of the Beograd- Beograd Dunav railway line (line around the Kalemegdan park). Afterwards, the sole railway connection with Banat is the Beograd Centar - Pančevački most (over "Vukov spomenik") on which there are significant restrictions for operation of certain train categories. At this moment, the operation of freight trains which transport dangerous goods and these transports form a significant part of railway transport on this route.

The alternative route over Orlovat and Novi Sad, taking into account its length and characteristics of the route, represents an alternative where the total risk related with the transport of dangerous goods is much higher than the existing one. It relates to higher transportation costs which jeopardize the possibility of further utilization of railway transport for these types of goods. However, the transport of dangerous goods through other transportation means (road and waterways) is much more unfavourable in terms of polluting people and environment in the Belgrade area.

Therefore, it is necessary to perform the analysis of the possibilities to organize the transport of trains carrying dangerous goods through Belgrade Railway junction after the cancellation of the line around Kalemegdan in line with all relevant regulations which govern the transport of dangerous goods. Given it is an international line, this analysis has to be in accordance with the European regulations and the best practice in this field. This analysis assumes defining and comparing possible alternatives, the preparation of the risk assessment study, determining the possibilities for their control, determination of measures for their control and the manners of their application.

This study is going to have an impact on the following interested parties:

1. Infrastructure Manager ("IŽS a.d.");
2. Railway Undertakings (primarily "Srbija Kargo a.d.");
3. City of Belgrade;
4. Huge business entities and their clients (primarily in the field of oil and chemical industry, "NIS a.d.", "Petrohemija" etc.);

5. State authorities (Ministry of Construction, Traffic and Infrastructure, Directorate for Railway, Ministry of Interior).

2. TECHNICAL DESCRIPTION, QUALITY AND SERVICE DESCRIPTION

Specific objectives are as follows:

- 1) To perform the analysis of the existing condition: analysis of current regulations in the Republic of Serbia relating to the railway transport of dangerous goods, transport through railway tunnels and related areas; the analysis of the existing organization method as well as the volume of these transports, flows, the existing safety level.
- 2) To define relevant risk scenarios (hazards) in Vukov spomenik tunnel as well as the compliance check with the best international practice in the field of tunnel safety; to perform the likelihood and event tree analyses for all hazards defined in connection with the transport of dangerous goods through Vukov Spomenik Tunnel; quality risk analysis with defining the need for safety improvement through Vukov Spomenik Tunnel.
- 3) On the basis of the results referred to in point 2) to execute quantity risk analysis in line with Common Safety Methods and the procedure for risk assessment specified in Safety Management System of IŽS ad; to perform analysis of measures efficacy for risk reduction and recommendations for their improvement.
- 4) To define general safety concept; to define and give description of measures for improvement of tunnel safety; to specify scenarios and necessary guidelines for acting and scheme for emergency services responding.
- 5) To examine the system for tunnel ventilation for operation with diesel traction vehicles.

It is necessary to prerare drafts of the following documents:

1. Analysis summary envisaged by the point 1);
- 2.1. Event tree analysis;
- 2.2. Report on conducted quality risk analysis;
- 3.1. Report on conducted quantity risk analysis;
- 3.2. Proposal for the implementation of the quantity analysis results;
- 3.3. Report on the efficiency of measures defined in quantitative analysis;
4. Document "General safety concept of Vukov Spomenik Tunnel";
- 5.1. Report on ventilation system in Vukov Spomenik Tunnel;
- 5.2. Report on conducted inspection of tunnel ventilation systems

• Relevant documents

- Law on Safety in RailwayTraffic („RS Official Gazette” No 41/2018);
- Law on Interoperability of Railway System („RS Official Gazette” No 41/2018);
- Law on the confirmation of amendments and supplement to the Convention concerning International Carriage by Rail (COTIF), Uniform Rules APTU (Appendix F to COTIF 1999);

- Regulations concerning the International Carriage of Dangerous Goods by Rail-RID;
- Law on Transport of Dangerous Goods („RS Official Gazette” No 104/16);
- Law on Fire Protection („RS Official Gazette” No 11/09 and 20/15);;
- Law on Emergency Situations („RS Official Gazette” No 111/09, 92/11, 93/12);
- Technical Specifications for Interoperability "Safety in Railway Tunnels 0061" (TSI SRT);
- Safety Management System "IŽS a.d.";
- Safety Management Systems for Railway Undertakings;
- Recommendations of relevant international institutions;
- Rulebook on technical conditions and permanent way maintenance of railway lines („RS Official Gazette” No 39/16 and 74/16);

3. REQUIRED SKILLS AND KNOWLEDGE

Organisation and its expert team must have long-term international experience related to tunnel safety, railway transport safety including the transport of dangerous goods, and particularly in terms of preparation of safety concepts and standards. The experts with appropriate competencies in the usage of simulation models must be the part of the Team.

Given it is about the activities related to the safety of railway transport, procedure of identification and risk assessment and defining the measures for their control, the expert team is required to have an excellent knowledge of EU regulations related to the system for safety management. An excellent knowledge of both types of regulations as well as the experience in the implementation of such regulations is necessary so as to avoid risks pertaining to the existing practice and the application of new regulations harmonized with EU.

Given that the key part of this project is the implementation of identification process as well as risk assessment, the Team must comprise the experts who gained relevant experience in the application of Common Safety Method for Risk Assessment, i.e. EU Regulation EU 402/15.

4. OBJECTIVES OF STUDY PREPARATION

A global objective of the study is to determine the possibility for transport of dangerous goods through Belgrade Railway Junction after the cancellation of the railway line Beograd- Beograd Dunav in a safest and most efficient manner and in compliance with the applicable Law on Safety and Interoperability of Railway, other relevant regulations and standards as well as with best practice in the European countries.

5. STAGES OF STUDY PREPARATION

This study is to be done in stages.

Deadline for the preparation of the study is 15 months from the day of concluding the Contract, as follows:

1. Deadline for the preparation of the Analysis of the applicable regulations in the Republic of Serbia and the analysis of the existing organization method, not longer than 1 month from the day of the concluding the Contract;
2. Deadline for the preparation of the Report on conducted quality risk analysis, not longer than 3 months from the day of the concluding the Contract;
3. Deadline for the preparation of the Report on the efficiency of measures defined in quantity analysis, not longer than 6 months from the day of the concluding the

- Contract;
4. Deadline for the preparation of the document "General safety concept of Vukov Spomenik Tunnel", not longer than 10 months from the day of the concluding the Contract;
 5. Deadline for the preparation of the Report on ventilation system in Vukov spomenik tunnel, not longer than 14 months from the day of the concluding the Contract;
 6. Deadline for the preparation of Final Report not longer than 15 months from the day of the concluding the Contract.

6. DELIVERY OF REPORTS

All drafts and reports shall be delivered in 3 hard-copy versions and three electronic versions, in Serbian and English language.

IV LIST OF REQUIREMENTS SET DOWN IN ARTICLES 75 AND 76 OF THE LPP AND INSTRUCTIONS ON PROVING FULFILLMENT OF THE REQUIREMENTS

In this public procurement procedure the Tenderer is obliged to prove that it meets the requirements mandatory for participation, stipulated in the Art. 75 of LPP, and the compliance with the mandatory requirements for the participation in the public procurement procedure shall be proven in a manner specified in the following:

No.	REQUIREMENTS AND EVIDENCE ON FULFILLING THE REQUIREMENTS	
1.	That the tenderer is registered with the competent authority i.e. entered into the appropriate business register (<i>Art. 75. para. 1. point 1) LPP</i>).	
	Legal Entity:	Certificate from the Business Registers Agency, i.e. certificate from the competent commercial court Register.
	Entrepreneurs:	Certificate from the Business Registers Agency, i.e. certificate from competent register of companies
	Natural Persons:	N/A
	Competent authority for issuance of the evidence:	<ul style="list-style-type: none"> • Business Registers Agency (for legal entities and entrepreneurs) • Commercial Court (for legal entities and other entities of which other authority is not in charge)
2.	That the Tenderer and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (<i>Art. 75. para. 1. point 2) LPP</i>); <i>Note: Evidence must be issued maximum 2 months prior to tender opening.</i>	

	Legal Entity:	<p><u>Legal Entity</u></p> <p>1) Certificate based on criminal records, i.e. certificate issued by the competent court, i.e. certificate issued by the Basic Court in whose territory the headquarters of the local legal entity or the headquarters of the representative office or the Branch of a foreign legal entity is located, stating that the tenderer has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.</p> <p><u>Note:</u> if the certificate of the Basic Court does not include data from the criminal records of the High Court criminal offence department, the tenderer should submit both the certificate of the Basic Court and the certificate of the High Court in whose territory the headquarters of the local legal entity or the headquarters of the representative office or the Branch of a foreign legal entity is located, stating that the tenderer has not been convicted for commercial criminal offence and criminal offence of receiving or offering bribe;</p> <p>2) Certificate issued by a special department in charge of organised-crime combat of the High Court in Belgrade, 29 Ustanicka Street, Belgrade, stating that the legal entity has not been convicted for any criminal act relating to organised crime;</p> <p>Certificate based on criminal records, i.e. certificate issued by the authorised police department of the Ministry of Internal Affairs certifying that the legal representative has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (the request may be filed depending on the respective birth place or residence location).</p> <p>NOTE: If there are more legal representatives, these certificates should be submitted for each of them.</p>
	Entrepreneurs:	<p>Certificate based on criminal records, i.e. certificate issued by the authorised police department of the Ministry of Internal Affairs certifying that the entrepreneur has not been convicted for any criminal act as members of an organized criminal group, has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (the request may be filed depending on the respective birth place or residence location).</p>
	Natural Persons:	<p>Certificate based on criminal records, i.e. certificate issued by the authorised police department of the Ministry of Internal Affairs certifying that the entrepreneur has not been convicted for any criminal act as members of an organized criminal group, has not been convicted for commercial criminal offence, criminal offence against environment,</p>

		criminal offence of receiving or offering bribe, criminal offence of fraud (the request may be filed depending on the respective birth place or residence location).
3.	That the Tenderer has settled due taxes, contributions and other forms of public taxation in accordance with the regulation of the Republic of Serbia or a foreign state where its headquarters is located (<i>Art. 75. para. 1. p. 4) LPP</i>); <i>Note: Evidence must be issued maximum 2 months prior to tender opening.</i>	
	Evidence for Legal Entity:	1) Certificate issued by the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other forms of public taxation) and 2) Certificate issued by the local self-government unit – city/municipality (for local public income), or 3) Certificate issued by the respective authority stating that the tenderer is in privatisation process.
	Evidence for Entrepreneurs:	1) Certificate issued by the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other forms of public taxation) and 2) Certificate issued by the local self-government unit – city/municipality (for local public income), or 3) Certificate issued by the respective authority stating that the tenderer is in privatisation process.
	Evidence for Natural Persons:	1) Certificate issued by the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other forms of public taxation) and 2) Certificate issued by the local self-government unit – city/municipality (for local public income).
	<i>Note: If local (municipality) tax administration states in its certificate that the evidence for the respective original local public revenues are to be obtained from the other local authorities/organizations as well, the tenderer is obliged to furnish the certificates issued by the other local authorities/organizations/institutions along with the certificate issued by local tax administration.</i>	

The Tenderer is obliged to explicitly state in the course of tender preparation that they have observed the obligations deriving from the current regulations regarding safety at work, employment and working conditions, protection of environment, as well as that they have not been prohibited from performing economic activity at the time of submitting the tender (*Art 75, para 2 of the Law*).

ADDITIONAL REQUIREMENTS AND EVIDENCE ON FULFILMENT OF THE REQUIREMENTS

The Tenderer that participates in the public procurement procedure must meet the additional requirements for the participation in public procurement procedure stipulated in the tender documents, whereas the compliance with the additional requirements is proven as follows:

No.	ADDITIONAL REQUIREMENTS AND MANNER OF PROVING THEIR COMPLIANCE	
1.	BUSINESS CAPACITY	
	<p>Tenderer is obliged that along with the tender submits the evidence that it possesses at least 15 years of experience in the field of railway safety, tunnel safety and risk assessment, and that in the period 2010 – 2017 it has at least 5 prepared studies or projects related to safety in railway tunnels.</p> <p>The advantage is given to the studies or projects in the countries with similar conditions of railway operation organization (Southeastern Europe, Hungary, Czech Republic, Slovakia, Austria).</p>	
	Evidence:	<p>The Tenderer shall furnish the completed, signed and verified Form 15- Statement on required business capacity along with which it is necessary to submit:</p> <ul style="list-style-type: none"> • Tenderer's Statement including stipulated main activities and their description for the required period • List of main services provided in the last eight years (2010–2017), including values, dates and name of the Employer, • Employer's certificate on provided study preparation services, with reference to the Employer's contact persons that may give information on the service provided.
2.	STAFF CAPACITY	
	<p>The Tenderer shall submit the evidence that it possesses necessary staff capacity, i.e. that it has permanently employed or engaged by virtue of other employment contracts in accordance with the Labour Law, highly educated experts that shall meet the following requirements:</p> <ul style="list-style-type: none"> - university degree in the field of technical or natural sciences; - at least 10 years of the relevant experience necessary for team leader in the field of railway safety in tunnels; - at least 5 years of the relevant experience necessary for key experts in the field of railway safety; - one of key experts must have at least 5 years of experience in the field of risk assessment in transport of dangerous goods; - key experts are to have participated in at least 3 studies or projects in the field of railway which include defining or the execution of the risk assessment procedure in line with Common Safety Method in the last 5 years; - at least 5 years of relevant experience in the field of national regulations; - expert for national regulations is to have participated in at least 2 studies, projects or procedures that include defining or the execution of the risk assessment procedure in line with Common Safety Method and national regulations of the Republic of Serbia in the last 5 years. <p>The Tenderer is required to furnish the list of participants – working team who is going to participate in the preparation of risk assessment study for the operation of trains carrying dangerous goods through Vukov Spomenik Tunnel along with the confirmations for compliance with the requirements.</p>	
	Evidence:	<p>Tenderer is obliged that along with the tender submits completed, signed and verified Form 13 – Statement on required business capacity along with which it is necessary to submit for responsible</p>

		<p>experts the copies of valid M forms – for those engaged by virtue of the employment contract or copies of the working engagement contracts, for those engaged by virtue of the contracts on performing temporary and occasional tasks, service contracts or contracts on additional engagement. <i>(Contracts and/or other forms of engagement which contain suspensive condition or deadline (which contract shall come into force, only if and when the contract referred to in the respective public procurement is concluded) are not acceptable).</i></p> <p>Copy of the diploma of each of the participant of working team who is going to conduct preparation of the study, along with the confirmations of required professional individual references (Name of the project in which the participant took part, copy of the Decree on appointment or other document based on which in a proven way it may be determined that the participant has taken part in the preparation of study relevant to the scope of public procurement and that it meets professional references required by these tender documents.)</p> <p>It is necessary for the Tenderer to deliver the list of participants–working team who will participate in the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods thorough Vračar tunnel and other structures in the area of Belgrade railway node.</p>
3.		FINANCIAL CAPACITY
		<p>That the Tenderer possesses necessary financial capacity, i.e. that it achieved total income in the minimum amount of 64,000,000.00 RSD, during three previous accounting years (2014, 2015, 2016). Proof that the tenderer's account has not been frozen during the 6 months prior to the tender being published.</p>
Evidence:		<p>Tenderer is obliged that along with the tender submits completed, signed and verified Form 14- Statement on required financial capacity;</p> <ul style="list-style-type: none"> – Solvency Report for Public Procurements – Form BON-JN) issued by the Serbian Business Registers Agency which must contain: status data of the Tenderer, summary balance sheet and profit and loss account for the previous 3 (three) accounting years (2014, 2015 and 2016) or profit and loss account for 2014, 2015 and 2016. – Proof that the tenderer's account has not been frozen during the 6 months prior to the tender being published - Solvency Report issued by the Serbian Business Registers Agency – Form BON-JN). <p>- If Solvency Report issued by the Serbian Business Registers Agency does not contain the data regarding the account being frozen in the last 6 (six) months prior to the tender being published, the Tenderer is obliged to prove that hiits account has not been frozen in the last 6 (six) months prior to the tender is being published by means of furnishing the certificate on the number of days of account blockage issued by the National Bank of Serbia,</p>

	Enforced Collection, Division for Receipt, Control and Entry of Execution Titles and Orders – Kragujevac, which is going to comprise the required period. Each member of the group of Tenderers must meet this requirement.
4.	TECHNICAL CAPACITY
	That the Tenderer possesses the necessary technical capacity i.e. to possess relevant simulation models and certified softwares for the execution of the foreseen analyses.
Evidence:	Tenderer is obliged that along with the tender submits completed, signed and verified Statement on required technical capacity (completed, signed and verified by the responsible person of the Tenderer- Form 16), along with the copy of the receipt/ contract on hire/leasing for certified softwares.

CONDITIONS TO BE MET BY THE TENDERER IF IT PARTIALLY ENTRUSTS THE EXECUTION OF THE PROCUREMENT TO SUBCONTRACTOR

The Tenderer shall state in its tender whether it will partially entrust the execution of the procurement to the subcontractor.

If the tenderer states in its tender that it will partially entrust the execution of the procurement to the subcontractor, it is obliged to specify the percentage of the total procurement value that is going to be entrusted to the subcontractor (maximum 50%), as well as the very part of the procurement that will be performed by the subcontractor.

If the tenderer states in its tender that it will partially entrust the execution of the procurement to the subcontractor, it must indicate the name of the subcontractor, and if the contract is concluded between the Employer and Tenderer, the subcontractor shall be indicated in the contract.

At Employer's request, the Tenderer has to provide the access to the subcontractor in order to verify requirements fulfillment.

The Tenderer must supply evidence for the subcontractor which will confirm fulfillment of mandatory requirements set forth in Chapter IV REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE (Art. 75 LPP) AND INSTRUCTION ON PROVING THE FULFILLMENT OF THE REQUIREMENTS, whereas the evidence of fulfillment of requirements referred to in p.5) Article 75 LPP- possession of a valid permit issued by competent body to carry out economic activity which is the subject of public procurement, if such permit is stipulated by special regulation, for the part of the procurement that will be performed by the subcontractor. The tenderer shall be fully liable to the Employer for the execution of the obligations referred to in public procurement procedure i.e. the execution of contractual liabilities, regardless of the number of subcontractors.

The Employer may, at the subcontractor's request and where the nature of the procurement scope allows it, transfer due receivables directly to the subcontractor, for the part of the procurement being executed by this subcontractor.

CONDITIONS TO BE MET BY EACH OF THE TENDERER FROM THE GROUP OF TENDERERS

A tender may be submitted by a group of tenderers.

Each tenderer from the group of Tenderers must meet mandatory conditions referred to in Chapter IV- REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE (Art. 75 LPP) AND INSTRUCTION ON PROVING THE FULFILLMENT OF THE REQUIREMENTS, whereas the additional requirements

shall be met jointly. The mandatory requirement referred to in Art. 75, point 5 related to the possession of a valid permit issued by competent body to carry out activity which is the subject of public procurement shall be met by the tenderer from the group of Tenderers who is entrusted with the execution of the part of the procurement for which the fulfillment of this requirement is necessary.

An integral part of a joint tender shall be an **agreement** binding the tenderers from the group of tenderers amongst themselves and to the Employer to jointly execute the procurement. This agreement shall include:

- 1) data on leading member of the group, that is the one which will submit the tender and represent the group of tenderers before the Employer;
- 2) description of the activities of each tenderer from the group of tenderers in carrying out the contract.

The tenderers from the group of tenderers shall bear unlimited joint and several liabilities towards the Employer.

Evidence:	Agreement concluded between the Tenderers shall be submitted in the tender
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If the Tenderer is entered into Register of Tenderers in line with the Article 78 of the Public Procurement Law, it is not obliged to prove the fulfillment of the mandatory requirements if it, in the course of tender submission, provides webpage containing the requested data (evidence) publicly available.

The evidence on fulfillment of the requirements may be submitted in non-certified copies unless otherwise stipulated by tender documents.

The Employer, prior to making decision on awarding the contract, may request in writing the Tenderer, within five days from the day of the invitation, to present the original or certified copies of all or partial evidence.

Should the Tenderer fail to present the original or certified copy of the requested evidence within the given term, its tender shall be rejected as unacceptable.

The Tenderer is obliged to inform the Employer without any delay and in writing about any change of any data related to the fulfillment of the requirements pertaining to public procurement procedure, if these changes happen prior to the contract awarding decision, or contract conclusion or during the validity term of the contract, as well as to provide the accompanying documents for such a change.

The Tenderer is not obliged to provide evidence which are publicly available on websites of competent bodies if it provides the link to the webpage containing the requested data (evidence) publicly available.

Where Tenderer has registered seat in another state, the Employer may verify whether documents by which Tenderer proves fulfillment of requested requirements were issued by competent authorities of that state. If the Tenderer fails to obtain the requested documents within the period envisaged for tender submission due to the fact that such documents could not be issued till that moment in accordance with the regulations of the country in which the tenderer is seated and if it submits the relevant evidence in this regard along with the tender, the Tenderer will be allowed to subsequently submit the required documents in a duly time period.

If the country where the tenderer is registered does not issue the evidence referred to in Article 77 of the LPP, the tenderer can submit instead of these items of evidence, its own written declaration given under full financial and criminal liability, certified/stamped in the court or other administrative body, public notary or other competent body of that country. Such statement, if not issued in the Serbian language, must be translated into Serbian and certified by sworn-in-court translator.

V INSTRUCTIONS TO TENDERERS ON HOW TO PREPARE THE TENDER

1. DATA ON MANDATORY LANGUAGE OF THE TENDER

The Tenderer is obliged to prepare the tender in the Serbian language on the Tender Form which is an integral part of the tender documents, in line with Article 17 of the Law.

The tender shall be made in the Serbian language.

All documents in the tender must be in Serbian or English language.

If the document is prepared in a foreign language, it must be translated into Serbian and verified by a court interpreter.

The Tender Documents is taken over on the Public Procurement Portal: portal.ujn.gov.rs or from the Employer's website: www.infrazsrs.

2. MANNER OF TENDER SUBMISSION

Tenderers submit their tenders in a sealed and stamped envelope or box, by registered mail or by personal delivery, in such a way that during the opening of tenders it can be established that it is opening for the first time.

The flap of the envelope or box should state tenderer's name and address.

If the tender is submitted by the group of tenderers, it should be written on the envelope that the tender is submitted by the group of tenderers and indicate the names and addresses of all tenderers in joint tender.

The tender shall be submitted to the following address: **„Infrastruktura železnice Srbije“ ad, 11000 Beograd, Nemanjina 6, Room 134, main clerk's office, groundfloor**, with an indication: **"Tender for public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in an open procedure, Procurement No 23/2018 - DO NOT OPEN"**.

A tender is considered timely if it arrives to the office of the Employer **by July 20, 2018 till 11.00**.

The Employer shall, upon the receipt of the respective tender, on the envelope i.e. box in which there is the tender, mark the time of reception and documented the number and date of the tender according to the order of their arrival. If the tender is submitted by personal delivery, the Employer shall hand over to the Tenderer the confirmation of the tender receipt. The time and hour of tender receipt shall be indicated in the confirmation of the receipt.

The tenders not received by the Employer within the deadline stipulated for tender submission, i.e. the tenders received after the expiry of the day and hour until which the tenders may be submitted, shall be deemed untimely.

3. TENDER WITH OPTIONS

The Tenders with options shall not be accepted.

4. MANNER OF AMENDING, SUPPLEMENTING OR CANCELLING THE TENDER

Before the deadline for the tender submission, the Tenderer may amend, supplement, or cancel its tender in the manner stipulated for tender submission.

The tenderer has to clearly indicate which part of the tender is being changed or which documents are subsequently delivered.

Amending, supplementing or cancelling the tender should be submitted to the following address: **„Infrastruktura železnice Srbije“ ad, 11000 Beograd, Nemanjina 6, Room 134, main clerk's office, groundfloor**, with an indication:

„Amendment to the tender for the public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in an open procedure, Procurement No 23/2018 - DO NOT OPEN”, or

„Supplement to the tender for the public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in an open procedure, Procurement No 23/2018 - DO NOT OPEN”, or

„Cancelling the tender for the public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, Procurement No 23/2018 - DO NOT OPEN”, or

„Amendment of and supplement to the tender for the public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in an open procedure, Procurement No 23/2018 - DO NOT OPEN”.

On the back of an envelope or box the name and address of the tenderer have to be indicated. In the case that the tender is submitted by a group of tenderers, the envelope has to contain the information that the tender is submitted by a group of tenderers and must list the names and addresses of all the participants in a joint tender.

Tenders cannot be amended, supplemented or cancelled after the expiry of the term for tender submission.

5. PARTICIPATION IN A JOINT TENDER OR AS A SUBCONTRACTOR

The Tenderer may submit only one tender.

The Tenderer who has independently submitted its tender cannot simultaneously participate in a joint tender or as a subcontractor, nor can it participate in several joint tenders.

The Tenderer shall state in Tender Form whether submits independent tender, joint tender or tender with Subcontractor.

6. TENDER WITH SUBCONTRACTOR

If the tenderer submits its tender with the subcontractor, it is obliged to specify it in the Tender Form, as well as the percentage of the total procurement value that is going to be entrusted to the subcontractor, and which cannot be higher than 50%, as well as the very part of the procurement that will be performed by the subcontractor. If the tenderer partially entrusts the execution of the procurement to the subcontractor, it must indicate the name and the seat of the subcontractor in a Tender Form.

If the public procurement contract is concluded between the Employer and Tenderer that submits the tender with subcontractor, such subcontractor shall be also indicated in public procurement contract.

The Tenderer must supply evidence for the subcontractor which will confirm fulfillment of mandatory requirements set forth in Tender Documents, in accordance with the Instruction on Proving the Fulfillment of the Requirements.

The tenderer shall be fully liable to the Employer for the execution of the obligations referred to in public procurement procedure i.e. the execution of contractual liabilities, regardless of the number of subcontractors.

At Employer's request, the Tenderer has to provide the access to the subcontractor in order to verify requirements fulfillment.

7. JOINT TENDER

A tender may be submitted by a group of tenderers.

Each tenderer from the group of Tenderers must meet mandatory conditions referred to in the Article 75, para.1, point 1 to point 4) of the LPP, whereas the additional requirements shall be met jointly.

The requirement referred to in Art. 75, point 5 of the LPP shall be met by the tenderer from the group of Tenderers who is entrusted with the execution of the part of the procurement for which the fulfillment of this requirement is necessary.

An integral part of a joint tender shall be an agreement binding the tenderers from the group of tenderers amongst themselves and to the Employer to jointly execute the procurement. This agreement shall include:

- 1) data on leading member of the group, that is the one which will submit the tender and represent the group of tenderers before the Employer;
- 2) description of the activities of each tenderer from the group of tenderers in carrying out the contract.

The Employer may not request from the group of Tenderers to join in a certain legal form so that they could submit a joint tender.

The tenderers from the group of tenderers shall bear unlimited joint and several liabilities towards the Employer.

A cooperative may submit a tender independently, in its own name and on behalf of members of the cooperative, or a joint tender on behalf of the cooperative members.

Where a cooperative submits tender in its own name, for obligations stemming from public procurement procedure and public procurement contract, both the cooperative and its members shall be liable, in accordance with the LPP.

Where a cooperative submits joint tender on behalf of its members, for obligations from public procurement procedure and public procurement contract, members of the cooperative shall have unlimited joint and several liability.

The Employer may request from the members of the group of Tenderers to specify the names and relevant professional qualifications of the persons who are going to be liable for the contract execution.

8. CURRENCY AND METHOD TO STATE AND DENOMINATE THE PRICE IN THE TENDER

The prices in the tender shall be denominated in RSD or in EUR, without the VAT, inclusive of all the Tenderer's expenses regarding the implementation of the aforementioned public procurement. If the price is denominated in EUR, for conversion and comparison of tenders, the appropriate middle exchange rate of the National Bank of Serbia will be used on the day when the tender opening started.

For tender evaluation purposes, the price without the VAT shall be taken into account. Prices shall be clear and legible.

The price shall be fixed and may not be modified.

If the price presented in the Tender is an abnormally low price, the Employer shall act in accordance with Article 92 of the Law.

9. METHOD AND TERMS OF PAYMENT

Method and terms of payment: in accordance with the Law on deadlines for settlement of pecuniary obligations in commercial transactions ("Official Gazette of the Republic of Serbia" No 119/2012), deferred payment, within 45 days after receiving the invoice.

1. 10% of agreed value after adopting the document 1 (Analysis of effective regulations in the Republic of Serbia and analysis of current organization method);
2. 15% of agreed value after adopting the document 2.2 (Report on conducted qualitative risk analysis);
3. 25% of agreed value after adopting the document 3.3 (Report on efficiency of measures defined in quantitative analysis);
4. 20% of agreed value after adopting the document 4 (General safety concept for Vukov Spomenik Tunnel);
5. 20% of agreed value after adopting the document 5.2 (Report on conducted inspection of tunnel ventilation system);
6. 10% of agreed value after adopting the Final Report.

The Tender of the Tenderer requesting advance payment shall be evaluated as unacceptable.

As a financial collateral for this public procurement the Employer shall request solely bank guarantees.

Payment shall be performed by payment to the Service Provider's account.

The Employer shall not be obliged to issue the payment security instruments (bills of exchange, letters of credit, bank guarantees etc.).

The Tenders requesting payment security instruments from the Employer shall be evaluated as unacceptable.

9.1. Requirement regarding the service performance deadline

The deadline for preparation of the Study, i.e. the total duration of the Project shall be 15 months upon the conclusion of the Contract, i.e.:

1. The deadline for preparation of Analyses of effective regulations in the Republic of Serbia and analyses of the current organization method, no longer than 1 month upon contract signing;
2. The deadline for preparation of the Report on conducted qualitative risk analyses, no longer than 3 months upon contract signing;
3. The deadline for preparation of the Report on efficiency of measures defined in Quantitative analyses, no longer than 6 months upon contract signing;
4. The deadline for preparation of document "General safety concept for Vukov spomenik tunnel", no longer than 10 months upon contract signing;
5. The deadline for preparation of the Report on conducted inspection of tunnel ventilation system, no longer than 14 months upon contract signing;
6. The deadline for preparation of the Final Report, no longer than 15 months upon contract signing.

All drafts and reports shall be submitted in 3 hard copies and 3 electronic copies, in Serbian or English language.

9.2 Requirement regarding the Tender validity period

The Tender validity period may not be shorter than 30 days from the tender opening date. In the event of expiry of tender validity period the Employer shall be obliged to request the Tenderer, in writing, to extend the tender validity period.

The Tenderer accepting the request for extension of tender validity period may not modify its Tender.

10. DATA ON THE STATE AUTHORITY OR ORGANIZATION, I.E. BODY OR SERVICE OF TERRITORIAL AUTHORITY OR LOCAL SELF-GOVERNMENT WHERE THE CORRECT DATA ON TAX OBLIGATIONS, ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION, WORKING CONDITIONS ETC. MAY BE OBTAINED

The data on tax obligations may be obtained at the Tax Administration, Ministry of Finance, 3-5 Save Maškovića Street, Belgrade, www.poreskauprava.gov.rs. The data on environmental protection may be obtained at the Environmental Protection Agency, 27a Ruže Jovanovića Street, Belgrade, www.sepa.gov.rs and at the Ministry of Agriculture and Environmental Protection, Nemanjina 22-26, Belgrade, www.mpzss.gov.rs. The data on employment protection and working conditions may be obtained at the Ministry of Labour, Employment, Veteran and Social Affairs, 22-26 Nemanjina Street, Belgrade, www.minrzs.gov.rs.

11. DATA ON THE TYPE, CONTENT, SUBMISSION METHOD, LEVEL AND DEADLINES FOR SECURING THE FULFILLMENT OF TENDERER'S OBLIGATIONS

The Tenderer shall be obliged to enclose to its Tender:

- **Tender bond**

The Tenderer shall submit a bank issued original tender bond – as a tender security instrument (tender bond): irrevocable, without objection, unconditional bank guarantee, payable upon first demand, in the amount of 5% of the Tender value VAT exclusive, issued by a reputable bank having its principal office in the Employer's country or abroad, and which is acceptable to the Employer and in the format acceptable to the Employer and which has a validity period that is 30 days longer than the Tender validity period.

The international tenderers shall submit irrevocable and unconditional bank guarantees, payable upon first demand, and the issuing bank must have a CREDIT RATING CORRESPONDING TO MINIMUM CREDIT QUALITY 3 (INVESTMENT RANK). The credit rating shall be awarded by a rating agency from the list of eligible rating agencies, published by the National Bank of Serbia in accordance with the regulations or by an eligible rating agency from the list of registered and certified rating agencies published by the European Securities and Markets Authorities – ESMA. The domestic Tenderers shall submit irrevocable and unconditional bank guarantees, payable upon first demand, and the issuing bank must be acceptable to the Employer. The submitted bank guarantee may not contain the additional requirements for payment, deadlines that are shorter than the ones set by the Employer, amount that is less than the one set by the Employer or reduced territorial jurisdiction for dispute settlement

Bank guarantee form (enclosed).

The selected Tenderer shall be obliged, within 8 days upon contract signing, to submit to the Employer the Performance Bond with the clauses: unconditional and payable upon first demand. Performance bond issued in the amount of 10% of the contract value VAT exclusive, with the validity period which is 30 (thirty) days longer from the expiration of deadline for performance. If during the contract duration deadlines for contract executing change, the validity of Performance Bond shall be extended. The Employer will cash Performance Bond in case the Tenderer does not fulfill in deadline and in the manner stipulated by contract. The submitted Performance Bond may not contain the additional requirements for payment, deadlines that are shorter than the ones set by the Employer, amount that is less than the one set by the Employer or reduced territorial jurisdiction for dispute settlement. The Tenderer can submit Performance bond only if credit rating is corresponding to minimum credit quality 3 (investment rank) is awarded to that bank.

The credit rating shall be awarded by a rating agency from the list of eligible rating agencies, published by the National Bank of Serbia in accordance with the regulations or by an eligible rating agency from the list of registered and certified rating agencies published by the European Securities and Markets Authorities – ESMA.

If contract is effective force after that deadline, the new Performance Bond shall be submitted with extended validity period for 30 days.

The Employer can not return the finance security asset before the expiration of validity period, unless the obligation provided by that asset is fully met.

If during the contract realisation the deadlines for execution of contractual obligations are extended, the Tender is obliged to extend the validity period of Performance Bond according to terms from the Contract Model i.e. the Contract.

The Employer shall activate the tender bond also in the following cases:

- If the Tenderer modified or revoked the Tender during the tender validity period, without the Employer's consent;
- If the Tenderer, although familiar with the fact that its tender has been accepted by the Employer as the most advantageous one, refuses to sign the contract in accordance with the conditions specified in its Tender;
- If the Tenderer has failed to submit, within the granted reasonable period of time which may not be shorter than five days, the requested evidence on compliance with conditions specified in Articles 75 and 76 of the Public Procurement Law, although it is familiar with the fact that its Tender has been accepted by the Employer as the most advantageous one;
- If the Tenderer has failed to submit or has refused to submit the requested performance collateral in accordance with the requirements specified in the tender documents.

The tender bond shall be returned to the selected Tenderer, upon its written request, after the conclusion of the public procurement contract, within three days upon submission of the bank issued performance bond.

The tender bond shall be returned to the Tenderer whose Tender has not been selected as the most advantageous one, upon its written request, within three days upon submission of its request.

Bank guarantee form (enclosed).

12. PROTECTION OF CONFIDENTIALITY OF DATA DISCLOSED BY THE EMPLOYER TO THE TENDERERS, INCLUDING THEIR SUB-CONTRACTORS

The Employer shall request protection of confidentiality of data disclosed by it to the Tenderers, including their sub-contractors.

The constituent part of the Tender Documents shall be the Data Confidentiality Statement.

The person receiving the data designated as confidential shall be obliged to safe keep and protect them, regardless of the degree of confidentiality.

13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING THE TENDER PREPARATION

The interested person may request, in writing, by mail to Employer's address, **"Infrastruktura železnice Srbije ad" / "Infrastructure of Serbian Railways JSC", Sektor za nabavke i centralna stovarišta / Procurement and Central**

Warehousing Department, 11 000 Belgrade, Soba 134 / Room 134, glavna pisarnica /main mailroom, e-mail to: *nabavke.infra@srbrail.rs*, additional information or clarifications from the Employer in connection to the preparation of tender, whereat it may point out any observed omissions or irregularities in the tender documents to the Employer not later than 5 days prior to the expiry of deadline for submission of tenders.

The additional information or clarifications shall be submitted with the remark **„Zahtev za dodatnim informacijama ili pojašnjenjima konkursne dokumentacije, JN br. 23/2018 / Request for additional information or clarification of tender documents, PP No 23/2018“**

The Employer shall, not later than 3 (three) days upon receiving the request for additional information or clarification of tender documents, publish the response on the Public Procurement Portal and on its website.

14. MODIFICATION OF TENDER DOCUMENTS

If the Employer modifies or supplements the tender documents 8 (eight) or less days prior to the expiry of tender submission deadline, it shall be obliged to extend the deadline for submission of tenders and to publish a notification on extension of deadline for submission of tenders.

Upon expiry of the deadline envisaged for submission of tenders the Employer may not modify or supplement the Tender Documents.

Requesting of additional information or clarifications in connection to tender preparation by phone shall not be permitted.

Communication in the public procurement procedure shall be performed solely in a manner specified in Article 20 of the Public Procurement Law, as follows:

- via email or mail, as well as by Employer's communications on the Public Procurement Portal and on its website;

- if the document from the public procurement procedure has been submitted by the Employer or the Tenderer via email, the submitting party shall be obliged to request the other party to confirm receipt of such document in the same manner, and the other party shall be obliged to confirm it when this is necessary as evidence of performed submission.

15. ADDITIONAL EXPLANATIONS FROM THE TENDERERS AFTER THE TENDER OPENING AND CONTROL OF THE TENDERER I.E. ITS' SUBCONTRACTOR

After the tender opening, the Employer may, during the expert tender evaluation, request the Tenderer to provide additional explanations in writing that shall assist the Employer in examining, evaluation and comparison of tenders, and it may also perform control (inspection) of the Tenderer i.e. its subcontractor (Article 93 of the Public Procurement Law)

If the Employer deems that additional explanations are necessary or that it is necessary to perform the control (inspection) of the Tenderer, i.e. its subcontractor, the Employer shall give the reasonable deadline to the Tenderer to act upon the Employer's invitation, i.e. to enable the Employer to control (inspect) the Tenderer, as well as its subcontractor.

The Employer may, subject to the Tenderer's approval, correct arithmetic errors noticed in the course of examining the tender after the concluded opening of tenders.

In case of difference between the unit cost and the total cost, the unit cost shall prevail.

Where the Tenderer disagrees with the correction of arithmetic errors, the Employer shall reject its tender as unacceptable one.

16. NEGATIVE REFERENCES

The Employer may reject the Tender if it possesses evidence that over the previous three years preceding the publishing of the invitation to tender in the public procurement procedure the Tenderer has:

- 1) Acted contrary to prohibition under Articles 23 and 25 of the Public Procurement Law;
- 2) Violated competition;
- 3) Supplied false data in the Tender, or unjustifiably refused to sign a public procurement contract after it had been awarded to it;
- 4) Refused to furnish evidence and collateral to which it has previously committed in its bid.

The Employer may reject the Tender where it possesses evidence that the Tenderer did not fulfil its obligations under the previously awarded public procurement contracts that related to the same subject of procurement, over a period of previous three years preceding the publishing of the invitation to tender.

17. TENDER OPENING

Opening of tenders shall be public, upon expiry of the deadline for submission of tenders, on **July 20, 2018 starting at 11.30, at the Employer's address: "Infrastruktura železnice Srbije" a.d. / "Infrastructure of Serbian Railways" JSC, 11 000 Belgrade, Nemanjina 6, 1st floor, office 349.**

Opening of tenders shall be public and any interested person may be present. Only authorized representatives of the Tenderers may be actively involved in the procedure of tender opening.

The tenderer's representative shall provide a duly issued certified power of attorney (signed and verified by seal) for participation in the tender opening.

18. TYPE OF CRITERIA FOR AWARDING CONTRACT

1. Criterion for awarding contract

The selection of the most advantageous Tender shall be performed by applying the "**lowest price offered**" criterion.

Where there are tenders from the domestic and international tenderer supplying the goods, the provisions of Article 86 of the Public Procurement Law shall apply.

2. Criteria elements, i.e. method, based on which the Employer shall award the contract if there are two or more tenders with the same lowest offered price

If two or more tenders have the same lowest offered price, the Tender of the Tenderer offering the shorter service delivery period shall be selected as the most advantageous tender.

If, after applying the above mentioned spare criterion element it is still not possible to make a decision on the award of contract, the Employer shall award the contract to the Tenderer that shall be selected by making a draw. The Employer shall send a written notification to all the Tenderers who submitted the tenders on the timing of the selection by a draw. The draw shall include only the Tenders with the equal lowest offered price, and the same service delivery period. The Employer shall make the draw in public, in the presence of the Tenderers, by writing the names of the Tenderers on separate pieces of paper, of the same size and colour, and placing all such papers into the box wherefrom it shall draw out only one piece of paper. The contract shall be awarded to the Tenderer whose name is on the drawn piece of paper. The Employer shall submit the minutes of the draw to the Tenderers who did not attend this procedure.

19. COMPLIANCE WITH THE OBLIGATIONS ARISING FROM APPLICABLE REGULATIONS

Within its Tender, the Tenderer shall be obliged to submit a statement issued under criminal and material liability that it complied with all the obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection and that it is not subject to a prohibition of operations effective at the time of tender submission (Article 75, para 2 of the Law).

20. PROTECTION OF TENDERER'S DATA

The Employer shall keep confidential all the data on the Tenderers contained in their respective tenders designated as confidential by a special regulations and which as such the Tenderer marked with the word "CONFIDENTIAL" in its Tender. The Employer shall refuse to disclose any information that would result in breaching of confidentiality of data received in the Tender.

The evidence on fulfilment of mandatory requirements, price and other data from the Tender that are relevant for applying the criterion elements and for the ranking of tenders shall not be deemed confidential.

21. PATENT FEE

The Tenderer shall bear the patent fee as well as the liability for any breach of protected intellectual property rights of third persons.

22. INSIGHT INTO DOCUMENTS

The Tenderer shall have the right to insight into documents on conducted public procurement procedure after the decision is made on the award of contract and may request in writing such insight from the Employer.

The Employer shall be obliged to enable the Tenderer to have insight into and copy documents from the procedure at the expense of the applicant, within two days from the date of receipt of written request, under obligation to protect data in accordance with Article 14 and 15 of the Public Procurement Law.

23. MODIFICATIONS DURING THE CONTRACT TERM

After conclusion of the public procurement contract the Employer may, without conducting the public procurement procedure, increase the scope of public procurement, provided that the value of the contract may maximally increase up to 5% of the total value of originally concluded contract, pursuant to Article 115 para 1 of the Public Procurement Law.

The Employer may allow modifications during the contract term, based on the Contractor's written request including the justification, due to the reasons that the Contractor was unable to affect, pursuant to Article 115 para 2 of the Public Procurement Law.

The Contractor shall submit the request for modification of contract, along with the justification, to the Employer within (2) two days from the day of learning of the circumstances referred to in para 2 hereof and not later than 5(five) days prior to the expiry of the final deadline for performing of the service of preparation of project documents set forth in Article 2 of the contract.

24. METHOD AND DEADLINE FOR SUBMISSION OF REQUEST FOR PROTECTION OF TENDERER'S RIGHTS WITH THE INSTRUCTIONS FOR PAYMENT OF FEE REFERRED TO IN ARTICLE 156 OF THE LAW

Request for protection of rights may be filed during the entire public procurement procedure against any action of the Employer, unless otherwise specified by the law. Request for protection of rights shall be filed to the Employer and the copy shall be simultaneously filed to the Republic Commission.

Request for protection of rights may be filed during the entire public procurement procedure against any action of the Employer, unless otherwise specified by the law. Request for protection of rights challenging the type of procedure, the contents of the invitation to tender or the tender documents shall be considered timely if received by the Employer three days prior to the expiry of deadline for submission of tenders regardless of the manner of delivery and if the claimant has, in accordance with Article 63 para 2 of the Law, pointed out the potential omissions and irregularities to the Employer and the Employer has failed to rectify them.

Request for protection of rights challenging the actions taken by the Employer prior to the expiry of deadline for submission of tenders and after the expiry of the deadline referred to in Article 149 para 3 of the Law shall be considered timely if filed not later than by the expiry of the deadline for submission of tenders.

After the adoption of the decision on contract award, and the decision on cessation of the procedure, the deadline for filing of requests for protection of rights shall be ten days after publishing of the decision on the Public Procurement Portal.

Request for the protection of rights cannot challenge the actions of the Employer performed in public procurement procedure if the claimant knew or could know the reasons for its submission prior to the expiry of deadline for submission of tenders, and the claimant did not submit it prior to the expiry of that deadline.

Where in the same public procurement was filed another request for the protection of rights by the same claimant, the second request cannot challenge the actions of the Employer which the claimant knew or could know during the submission of the previous request.

Request for protection of rights shall not stay further activities of the Employer in the public procurement procedure in accordance with Article 150 of the Public Procurement Law.

Request for protection of rights must contain:

- 1) name and address of the claimant and contact person;
- 2) name and address of the Employer;
- 3) information on public procurement that is the subject of the request, or on decision of the Employer;
- 4) violations of legislation governing the public procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax referred to in Article 156 of the Public Procurement Law;
- 7) Claimant's signature.

A valid proof of effected payment of the fee, in accordance with the instructions for payment of fee for filing of request for protection of rights to the Republic Commission, published on the Republic Commission website, within the meaning of Article 151 para 1, item 6 of the Public Procurement Law shall be:

1. **Certificate of performed payment of fee** referred to in Article 156 of the Public Procurement Law containing the following elements:

- (1) it must be issued by a bank and contain its stamp;
- (2) It must represent a proof of performed payment of the fee, meaning that the certificate has to contain the data that the order for payment of the fee i.e. the order for transfer of funds has been implemented, as well as the date of order implementation.

* Republic Commission may perform an insight into the respective statement excerpt submitted by the Ministry of Finance – Treasury Administration and in such a way additionally check whether the transfer order has been implemented.

(3) Amount of fee referred to in Article 156 of the Public Procurement Law which is being paid: RSD 120,000.00;

(4) Account No: 840-30678845-06;

(5) Payment code: 153 or 253 ;

(6) Reference number: data on public procurement number or designation in respect of which the request for protection of rights is being filed;

(7) Purpose: ZZP[specify the claimants name]; public procurement 23/2018

(8) User: Budget of the Republic of Serbia;

(9) Name of payer i.e. name of claimant filing the request for protection of rights in respect of which the fee was paid;

(10) Signature of the bank's authorized officer, **or**

2. Order for payment, first copy, certified by bank's authorized person's signature and seal or post office, also containing all other elements from the certificate of performed payment of the fee referred to in item 1, **or**

3. Certificate issued by the Republic of Serbia, Ministry of Finance, Treasury Administration, signed and verified by seal, containing all the elements from the certificate of performed payment of the fee referred to in item 1, except the ones

specified under (1) and (10), for the claimants submitting the request for protection of rights who have open account within the respective consolidated treasury account, maintained with the Treasury Administration (users of budgetary funds, users of funds of organizations for mandatory social insurance and other users of public funds), **or**
4. **Certificate issued by the National Bank of Serbia**, containing all the elements from the certificate of performed payment of fee referred to in item 1, for the claimants filing the request for protection or rights (banks and other entities) having the opened account with

The procedure for protection of rights of the Tenderer shall be governed by the provisions of Articles 138 – 166 of the Public Procurement Law.

26. DEADLINE FOR MAKING OF DECISION ON AWARD OF CONTRACT

The deadline for making the Decision on award of contract shall be 25 (twenty-five) days from the tender opening date.

27. DEADLINE FOR CONCLUSION OF CONTRACT

Pursuant to Article 113, para 1, of the Public Procurement Law, the Employer shall be obliged to submit the public procurement contract to the Tenderer to whom was awarded contract within 8 (eight) days from the day of expiry of deadline for filing of requests for protection of rights.

FORM OF THE TENDER

Tender no. _____ dated _____ for the public procurement of the service for the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node, in the opened procedure, procurement no. **23/2018**

1) GENERAL DATA ABOUT THE TENDERER

The name of the Tenderer	
The address of the Tenderer	
Identification number of the Tenderer	
Tax identification number of the Tenderer (PIB)	
The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
Contact person's name	
Electronic address of the Tenderer (e-mail)	
Telephone	
Telefax	
Account number of the Tenderer and the name of the Bank	
Person authorized for signing of the Contract	

2) THE TENDER IS SUBMITTED:

A) SINGLY
B) WITH THE SUB-CONTRACTOR
B) AS A JOINT TENDER

Note: circularize the method of the tender submission and write in the data about the sub-contractor, if the tender is submitted with the sub-contractor, that is, the data about every participant of the joint tender, if the tender is submitted by the group of the tenderers.

3) DATA ABOUT THE SUB-CONTRACTOR

1)	The name of the Sub-Contractor	
	Address	
	Identification number	
	Tax identification number	
	The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
	Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
	Contact person's name	
	Percentage of the total value of the procurement, which will be performed by the Sub-Contractor	
	Part of the procurement subject, which will be performed by the Sub-Contractor	
2)	The name of the Sub-Contractor	
	Address	
	Identification number	
	Tax identification number	
	The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
	Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
	Contact person's name	
	Percentage of the total value of the procurement, which will be performed by the Sub-Contractor	
	Part of the procurement subject, which will be performed by the Sub-Contractor	

Note:

Table "Data about the Sub-Contractor" is filled only by those tenderers who are submitting the tender with the Sub-Contractor, and if there are more Sub-Contractors than the places envisaged in the table, it is needed to copy the stated form in the sufficient number of the copies, to fill it and to submit it for every Sub-Contractor.

4) DATA ABOUT THE PARTICIPANT IN THE JOINT TENDER

1)	The name of the participant in the joint tender	
	Address	
	Identification number	
	Tax identification number	
	The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
	Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
	Contact person's name	
2)	The name of the participant in the joint tender	
	Address	
	Identification number	
	Tax identification number	
	The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
	Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
	Contact person's name	
3)	The name of the participant in the joint tender	
	Address	
	Identification number	
	Tax identification number	

	The Tenderer (circularize)	A: Legal entity B: Entrepreneur V: Individual
	Type-size of the legal entity (circularize)	A: Large B: Medium V: Small G: Micro
	Contact person's name	

Note:

Table "Data about participant in the joint tender" is filled only by those tenderers who are submitting the joint tender, and if there are more participants in the joint tender than the places envisaged in the table, it is needed to copy the stated form in the sufficient number of the copies, to fill it and to submit it for every participant in the joint tender.

5) DESCRIPTION OF THE PROCUREMENT SUBJECT –services of the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgrade railway node

The total price, RSD/EUR, VAT excluded	
The total price, RSD/EUR, VAT included	
Deadline and the method of payment	transfer, within 45 days from the day of the account receipt 1. 10 % of the contracted value, after adoption of the document 1; (Analysis of effective regulations in the Republic of Serbia and analysis of current organization method.) 2. 15 % of the contracted value, after adoption of the document 2.2 (Report on conducted qualitative risk analysis); 3. 25 % of the contracted value, after adoption of the document 3.3 (Report on efficiency of measures defined in quantitative analysis); 4. 20 % of the contracted value, after adoption of the document 4. (General safety concept for Vukov Spomenik Tunnel); 5. 20 % of the contracted value, after adoption of the document 5.2. (Report on conducted inspection of tunnel ventilation systems); 6. 10 % of the contracted value, after adoption of the final report
Deadline for the study preparation (not longer than 15 months)	_____ months for the preparation of the Inception Report and Analysis of effective regulations in the Republic of Serbia and analysis of current organization method (not longer than 1 month from the day of the Contract conclusion) _____ months for the preparation of the Report on conducted qualitative risk analysis (not longer than 3 months from the day of the Contract conclusion) _____ months for the preparation of the Report on efficiency of measures defined in quantitative analysis (not longer than 6 months from the day of the Contract conclusion) _____ months for the preparation of the General safety concept for Vukov Spomenik Tunnel (not longer than 10 months from the day of the Contract conclusion) _____ months for the preparation of the Report on conducted inspection of tunnel ventilation systems (not longer than 14 months from the day of the Contract conclusion) _____ months for the preparation of the Final Report (not longer than 15 months from the day of the Contract conclusion)
Deadline of the Tender validity (not shorter than 30 days, from the day of tender opening)	_____ on day

Date

Tenderer

Place Stamp Here

Notes:

The Tenderer must fill in the form of the Tender, certify it with the stamp and sign, by which he confirms that the data, mentioned in the form of the tender, are correct. If the tenderers are submitting the joint tender, the group of the tenderers can decide to sign and certify with the stamp the form of the tender by all the tenderers from the group of the tenderers, or group of the tenderers can determine one tenderer from the group, who will fill in the form of the Tender, certify it with the stamp and sign it.

FORM OF THE PRICE STRUCTURE WITH THE INSTRUCTION HOW TO FILL IT
The service of the preparation of the Study for defining conditions for operation
of trains with diesel traction and operation of trains carrying dangerous goods
through Vračar tunnel and other structures in the area of Belgade railway node,
in the opened procedure, procurement no. 23/2018

Subject of the Public Procurement	The total price, RSD/EUR, VAT excluded	The total price, RSD/EUR, VAT included
1	2	3
Analysis of effective regulations in the Republic of Serbia and analysis of current organization method		
Report on conducted qualitative risk analysis		
Report on efficiency of measures defined in quantitative analysis		
Common safety concept for Vukov Spomenik Tunnel		
Report on conducted inspection of tunnel ventilation systems		
The Final Report		

The instruction for filling in of the form of the price structure:

The Tenderer should fill in the form of the price structure as follows:

- In the column 2 write in the total prices without VAT.
- In the column 3 write in the total price with VAT included
- **Note:** *The form is certified and signed by the authorized, that is, responsible, person.*

Date:

Place Stamp Here

Signature of the Tenderer

FORM OF THE TENDER PREPARATION COSTS

In accordance with the article 88, position 1, of the Law on the Public Procurement, the Tenderer _____ [*state the name of the Tenderer*], submits the total amount and the structure of the tender preparation costs, as follows in the table:

TYPE OF THE COST	COST AMOUNT IN RSD
THE TOTAL AMOUNT OF THE TENDER PREPARATION COSTS	

The costs of the preparation and submission of the tender are borne exclusively by the Tenderer and he can not ask from the Employer the cost compensation.

If the procedure of the public procurement was stopped because of the reasons which are favourable for the Employer, the Employer is obliged to compensate to the Tenderer the costs of the preparation of the samples or the models, if they are done in accordance with the technical specifications of the Employer and costs of the procurement of the funds of the security, provided that the Tenderer asked for the compensation of such costs in its tender.

Date:

Place Stamp Here

Signature of the Tenderer

Note: submission of this form is not obligatory.

FORM OF THE STATEMENT OF THE INDEPENDENT TENDER

In accordance with the article 26, of the Law on the Public Procurement,

_____,
(The name of the Tenderer)

is giving:

THE STATEMENT

ABOUT THE INDEPENDENT TENDER

Under full material and criminal responsibility, I confirm that I submitted the tender in the opened procedure of the public procurement of **service of the preparation of the Study for defining conditions for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node, in the opened procedure, procurement no. 23/2018**, independently, without agreement with other tenderers or interested persons.

Date:

Place Stamp Here

Signature of the Tenderer

Note: *In case there is a reasonable doubt in the truthfulness of the statement of the independent tender, the Employer will immediately inform the organization which is competent for the protection of the competition. The organization which is competent for the protection of the competition, can pronounce to the Tenderer, that is, to the interested person, the measure of the forbidding of the participation in the procedure of the public procurement, if they determine that the Tenderer, that is, the interested person, has harmed the competition in the procedure of the public procurement, in the sense of the Law on Public Procurement, which determines the protection of the competition. The measures of the forbidding of the participation in the procedure of the public procurement can last up to two years. The harming of the competition represents the negative reference, in the sense of the article 82, position 1, item 2) of the Law on Public Procurement.*

If the tender is submitted by the group of the Tenderers, the Statement must be signed by the authorized person of each Tenderer from the group of the Tenderer and authenticated with the seal.

STATEMENT

With _____ which _____ the
Tenderer _____
(Business name or abbreviated name of the Tenderer)
from _____ under full material and criminal responsibility
states that he respected responsibilities arising from the valid regulations
about protection on the work, employment and working conditions and
environmental protection.

Place Stamp Here

Signature of the
authorized person

STATEMENT

With _____ which _____ the
Tenderer _____
(Business name or abbreviated name of the Tenderer)
from _____ under full material and criminal responsibility
states that he has no restriction of the performance of the activity which is valid
in time of tender submission.

Place Stamp Here

Signature of the
authorized person

STATEMENT

(If the Tenderer is submitting the Tender with the Sub-Contractor)

With _____ which _____ the
Tenderer _____
(Business name or abbreviated name of the Tenderer)

from _____ under full material and criminal responsibility states that the *Sub-Concontracor* respected responsibilities arising from the valid regulations about protection on the work, employment and working conditions and environmental protection.

Note: In case of need, copy the statement.

Place Stamp Here

Signature of the
authorized person

STATEMENT
(If the Tenderer is submitting the Tender with the Sub-Contractor)

With _____ which _____ the
Tenderer _____
(Business name or abbreviated name of the Tenderer)
from _____ under full material and criminal responsibility
states that the *Sub-Contractor* _____
from _____ has no restriction of the performance of the activity
which is valid in time of tender submission.

Note: In case of need, copy the statement.

Place Stamp Here

Signature of the
authorized person

STATEMENT

With which the member of the group/ the member of the group carrier of the work:

_____ *(Business name or abbreviated name of the Tenderer)*
from _____ under full material and criminal responsibility states that he respected responsibilities arising from the valid regulations about protection on the work, employment and working conditions and environmental protection.

Note: In case of need, copy the statement.

Place Stamp Here

**Signature of the
authorized person**

STATEMENT

With which the member of the group/ the member of the group carrier of the work:

(Business name or abbreviated name of the Tenderer)
from _____ under full material and criminal responsibility states that he has no restriction of the performance of the activity which is valid in time of tender submission.

Note: In case of need, copy the statement.

Place Stamp Here

**Signature of the
authorized person**

STATEMENT

In the concerned public procurement, I am partially trusting to the Sub-Contractor _____ % of the procurement value, which refers to:

Note: The percentage of the total value of the procurement, which is being trusted to the Sub-Contractor, can not exceed 50%. The Tenderer is obliged to mention part of the procurement subject, which will be done via the Sub-Contractor.

Place Stamp Here

Signature of the authorized person

Note: to be delivered by the Tenderer who is performing with the Sub-Contractor

STATEMENT
About keeping the data confidentiality

(Business name or abbreviated name)

I am declaring, under criminal and material responsibility, to keep and protect all the data, which are made available to us, in the procedure of the concerned public procurement, as confidential data, including the Sub-Contractors.

Person who received the data, determined as confidential ones, must protect them, regardless the degree of the confidentiality.

Place Stamp Here

**Signature of the
authorized person**

STATEMENT ABOUT THE NECESSARY STAFF CAPACITY

Under full criminal and material responsibility we are declaring that, for the public procurement of the service for the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node, in the opened procedure, procurement no. 23/2018, we have employed persons, that is, engaged persons, according to the contract in accordance with the Law on work.

In _____ on _____ 2018

**Signature of the authorized
person**

**Place Stamp
Here**

Note:

In case of the joint tender, the form is signed and certified by the leading member – carrier of the work.

STATEMENT ABOUT THE PARTICIPANTS IN THE WORKING TEAM

I am declaring, under criminal and material responsibility, that the following persons will participate in the preparation of the Study:

Number	Name and surname	Level od education/Profession	The name of the economic entity which is engaging the responsible person
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

* In case of submission of the joint tender, the filled in form are signed and verified with the stamp all the members of the group of the Tenderers, who are submitting the joint tender.

** In case of need, copy the form.

*** In the attachment we are submitting the evidence required in the tender documentation

Date:

Place Stamp Here

 Потпис понуђача
 Signature of the Tenderer:

Дат

LIST OF THE REFERENCES OF THE EXPERT STAFF* FOR THE CONTRACT REALIZATION

Name and surname:		Scientific and professional title	
Place and year of birth:	Status ¹ 1. Employed 2. External Associate		Finished school
The Company in which he/she is working:			The years of service in the profession:
Speciality:		Function in the Project:	
Employer, period of more important service, on which he worked on			
Employer	Year	Name and basic characteristics of the services	Function in the Project

The date of the statement signing

Signature of the authorized person

Place Stamp Here

¹ Circularize the corresponding status

* **Note:** The Tenderer is obliged to engage the mentioned expert staff on the Contract realization, if the Contract is concluded.

** The statement is submitted for every participant in the working team.

STATEMENT ABOUT THE NECESSARY FINANCIAL CAPACITY

for the public procurement of the service for the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018

Circularize:

- 1. For the Tenderer who is performing independently**
- 2. For the group of the Tenderers, in case of submission of the joint tender**

We declare that for the concerned public procurement, we have at our disposal the necessary financial capacity, which means that we are fulfilling the condition which refers to the collectively earned income in 2014, 2015 and 2016, in the total amount of _____ dinars.

Date: _____

Signature of the authorized person:

Place: _____

PLACE STAMP HERE

The statement refers to the procedure for the public procurement of the service for the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018, in the sense of the articles 76 and 77 of the Law on the Public Procurements ("Official Gazzette of the RS", number 124/12, 14/15 and 68/15).

** In case of the submission the joint tender, all the members of the group of the Tenderer, previously signed in form, are signing and verifying it and submitting it with the required evidence, in the attachment, which means that the given condition about sufficient financial capacity, the members of the group are filling together, while the Sub-Contractor can not fulfill this condition fully, instead of the Tenderer.*

***With the form it is submitted the evidence required in the tender documentation.*

STATEMENT ABOUT THE NECESSARY BUSINESS CAPACITY

for the public procurement of the Study for the operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node, in the opened procedure, procurement no. 23/2018

Circularize:

- 1. For the Tenderer who is performing independently**
- 2. For the group of the Tenderers, in case of submission of the joint tender**

We declare that for the concerned public procurement, we have at our disposal the necessary business capacity, which means that we are fulfilling the condition that in the period from 2009-2017 we done _____ studies-projects, related to the traffic safety in the tunnels.

Date: _____

Signature of the authorized person:

Place: _____

PLACE STAMP HERE

The statement refers to the procedure for the public procurement of the service for the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018, in the sense of the articles 76 and 77 of the Law on the Public Procurements ("Official Gazette of the RS", number 124/12, 14/15 and 68/15).

** In case of the submission the joint tender, all the members of the group of the Tenderer, previously signed in form, are signing and verifying it and submitting it with the required evidence, in the attachment, which means that the given condition about sufficient financial capacity, the members of the group are filling together, while the Sub-Contractor can not fulfill this condition fully, instead of the Tenderer.*

***With the form it is submitted the evidence required in the tender documentation.*

THE LIST OF THE MAIN SERVICES PERFORMED IN THE LAST 5 YEARS

Number	The name of the service	Recipient (Buyer)	Year of the Contract conclusion	Contract value (RSD or €)	General description of the delivered service	Contact persons of the recipient, who can be contacted for the additional information
1	2	3	4	5	6	7

Enclose confirmations about performed services issued by the buyers or state the contact persons of the recipient, who can provide information about the performed service.

The date of the statement signing

Signature of the authorized person

Place Stamp Here

**STATEMENT ABOUT THE NECESSARY TECHNICAL CAPACITY
for the public procurement of the service for the preparation of the Study for
operation of trains with diesel traction and operation of trains carrying dangerous
goods through Vračar tunnel and other structures in the area of Belgade railway node
, in the opened procedure, procurement no. 23/2018**

Circularize:

- 1. For the Tenderer who is performing independently**
- 2. For the group of the Tenderers, in case of submission of the joint tender**

We declare that for the public procurement of the service of the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node, in the opened procedure, we have at our disposal the necessary technical capacity.

Date: _____

Signature of the authorized person:

Place: _____

Place Stamp Here

The statement refers for the public procurement of the service for the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018, in the sense of the articles 76 and 77 of the Law on the Public Procurements (“Official Gazzette of the RS”, number 124/12, 14/15 and 68/15).

** In case of the submission the joint tender, all the members of the group of the Tenderer, previously signed in form, are signing and verifying it and submitting it with the required evidence, in the attachment, which means that the given condition about sufficient financial capacity, the members of the group are filling tohetger, while the Sub-Contractor can not fulfill this condition fully, instead of the Tenderer.*

***With the form it is submitted the evidence required in the tender documentation.*

The letter of intentions of the business bank about the accepting of the obligation of the submission of the Bank Performance Security for the public procurement of the service of the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018

The business bank _____ (*write in the name of the Bank*) hereby confirms the readiness, that in case of need, it will issue unconditional, irrevocable, payable upon the first call and without objection, according to the basic legal affair, the Bank Guarantee for the Performance Security, upon the order of our Client _____ (*write in the name of the Tenderer*), after our depositor has concluded the Contract with the “Infrastructure of Serbian Railways” JSC, related for the public procurement of the service of the preparation of the Study for operation of trains with diesel traction and operation of trains carrying dangerous goods through Vračar tunnel and other structures in the area of Belgade railway node , in the opened procedure, procurement no. 23/2018, with period of validity 30 days longer from the contracted deadline, for the final performing of the procurement in the entirety, in the amount of 10% of the Contract value, VAT excluded, and maximally up to _____ dinars
(in letters: _____)

In _____

For the Bank

Date _____

Place Stamp Here

TENDER BOND FORM
(to be enclosed to the Tender, on the bank's letterhead)

TENDER BOND FORM **NO** _____ Date:

[Letterhead of the Guarantor or SWIFT identifier code]

To: [Insert name and contact details of the Beneficiary]

Date: [insert date of issue of the guarantee]

Type of guarantee: Tender Bond

- **Guarantee No** (insert guarantee reference number)
- **Guarantor:** (insert name and address of the place of issue)
- **Applicant:** (insert name and address)
- **Beneficiary:** "Infrastruktura železnice Srbije" ad Beograd, Nemanjina 6
- **Underlying Relationship:** We have been informed that (hereinafter: Applicant) has, in response to your invitation to participate in the tender No dated for provision of services, submitted to you its Tender No dated
- **Guarantee amount and currency:** (insert in figures and words the maximum payable amount and the currency in which it is payable)
- **Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required from text below:** None
- **Language of any required document:** Serbian language
- **Form of presentation:** in paper - express mail
- **Place of presentation:** (Guarantor to insert address of branch where a paper presentation is to be made)
- **Expiry:** (insert expiry date or describe expiry event)
- **The party liable for payment of any charges:** Applicant

As the Guarantor, we hereby irrevocable undertake to pay the Beneficiary any amount(s) up to the Guarantee Amount upon first presentation of Beneficiary's one or multiple complying demand(s), stating:

1. If the Tenderer, before being selected:
 - withdraws its bid during the tender validity period defined by the Tenderer in the Tender Form, or
 - refuses to accept the correction of arithmetical errors in the tender price.
2. If the Tenderer, after being notified on the acceptance of its tender by the Employer, during the tender validity period
 - fails or rejects to sign the contract agreement form when asked to do so, or
 - fails or rejects to issue the guarantees referred to in the contract in line with the tender documents.

Any demand under the guarantee must be received by us on or before the expiry date at the above specified place for presentation.

The present guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) Revision 2010, ICC Publication No 758.

For and on behalf of the Bank

.....
(signature)

.....
(signature)

.....
(position)

.....
(position)

PERFORMANCE BOND FORM
(to be enclosed to the Contract, on the bank's letterhead)

PERFORMANCE BOND NO _____

[Letterhead of the Guarantor or SWIFT identifier code]

To: [Insert name and contact details of the Beneficiary]

Date: [insert date of issue of the guarantee]

Type of guarantee: Performance Bond

- **Guarantee No** (insert guarantee reference number)
- **Guarantor:** (insert name and address of the place of issue)
- **Applicant:** (insert name and address)
- **Beneficiary:** "Infrastruktura železnice Srbije" ad Beograd, Nemanjina 6
- **Underlying Relationship:** The Applicant concluded with the Beneficiary the contract, and, according to the conditions of the contract, the Applicant has undertaken to provide the Performance Bond.
- **Guarantee amount and currency:** (insert in figures and words the maximum payable amount and the currency in which it is payable)
- **Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required from text below:** None
- **Language of any required document:** Serbian language
- **Form of presentation:** in paper -express mail
- **Place of presentation:** (Guarantor to insert address of branch where a paper presentation is to be made)
- **Expiry:** the guarantee shall be valid for 30 days after the agreed contract performance deadline.
- **The party liable for payment of any charges:** Applicant

As the Guarantor, we hereby irrevocable undertake to pay the Beneficiary any amount(s) up to the Guarantee Amount upon first presentation of Beneficiary's one or multiple complying demand(s), stating that the Applicant has breached his contractual obligations.

Any demand under the guarantee must be received by us on or before the expiry date at the above specified place for presentation.

The present guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) Revision 2010, ICC Publication No 758.

For and on behalf of the Bank

.....
(signature)

.....
(signature)

.....
(position)

.....
(position)

VII CONTRACT FORM

CONCLUDED BETWEEN

**AKCIONARSKO DRUŠTVO ZA UPRAVLJANJE JAVNOM ŽELEZNIČKOM
INFRASTRUKTUROM "INFRASTRUKTURA ŽELEZNICE SRBIJE" BEOGRAD**

Belgrade, Немањина 6

(hereinafter: the Employer)

AND

(hereinafter: the Service Provider)

Contract for Provision of Service for Preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgrade Railway Node

CONTRACTING PARTIES

1. **Akcionarsko društvo za upravljanje javnom železničkom infrastrukturom Infrastruktura železnice Srbije**“, Beograd, 6 Nemanjina St, company number 21127094, TIN 109108420, represented by the Acting General Manager Mirosljub Jevtić, PhD, (hereinafter: the Employer),

AND

2. “_____“, address: _____, company number _____, TIN _____, represented by the Manager _____ (hereinafter: the Service Provider)

The Contracting Parties acknowledge the following:

- That the Employer has, pursuant to the Public Procurement Law (“Official Gazette of the RS”, No 124/12, 14/15 and 68/15), implemented the open public procurement procedure (Procurement No. 23/2018), whereof scope is the procurement of the service for the preparation of the Risk Assessment Study for Operation of Trains Carrying Dangerous Goods through Vukov Spomenik Tunnel, based on the invitation for tenders issued at the Public Procurement Portal, Portal of Official Gazette of the Republic of Serbia and legislations base and the Employer’s website;
- That the Service Provider has submitted the tender No _____ making the Appendix to the Contract and constituting integral part thereof;
- That the Employer has, by virtue of the Contract Award Decision, No _____ dated _____2018, awarded the Contract to the Service Provider.

SUBJECT MATTER

Article 1

The subject matter of the Contract is the preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgrade Railway Node and Tenderer’s Tender No _____ dated _____2018, constituting integral part thereof.

CONTRACT PRICE

Article 2

The price of preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgrade Railway Node, referred to in Article 1 of the present Contract, including all appertaining expenses, amounts to RSD/EUR _____ exclusive of VAT

(say: _____).

Value added tax amounts to RSD/EUR____,

Total contract price amounts to RSD/EUR _____ inclusive of VAT (say: _____).

Article 3

Contract price implies total price for the service for the preparation the preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgade Railway Node, and includes all expenses of the Service Provider.

The price is fixed and cannot be subject to changes until the Contract is performed.

SCHEDULE AND TERMS OF PAYMENT

Article 4

The Employer undertakes, in accordance with the Law on Deadlines for Settlement of Financial Liabilities in Commercial Transactions ("Official Gazette of the RS" No 119/2012), to pay the submitted and verified invoices – payment certificates to the Service Provider within the period not longer than 45 days from the date when the invoice is formally received, to the Service Provider's current account _____ with the bank _____.

Payment schedule:

- 10% of the contract price after the adoption of the Deliverable 1; (*Analysis of effective regulations in the Republic of Serbia and analysis of current organization method*)
- 15% of the contract price after the adoption of the Deliverable 2.2 (*Report on conducted qualitative risk analysis*);
- 25% of the contract price after the adoption of the Deliverable 3.3 (*Report on efficiency of measures defined in quantitative analysis*);
- 20% of the contract price after the adoption of the Deliverable 4. (*General safety concept for Vukov Spomenik Tunnel*);
- 20% of the contract price after the adoption of the Deliverable 5.2. (*Report on conducted inspection of tunnel ventilation system*);
- 10% of the contract price after the adoption of the Final Report.

DEADLINE FOR SERVICE PROVISION

Article 5

The Service Provider undertakes to provide the service for the preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgade Railway Node within ___ months from the date of Contract conclusion, as follows:

- Preparation of the Inception Report and Analysis of effective regulations in the Republic of Serbia and analysis of current organization method - ___ month(s) from the date of Contract conclusion;
- Preparation of the Report on conducted qualitative risk analysis - ___ month(s) from the date of Contract conclusion;
- Preparation of the Report on efficiency of measures defined in quantitative analysis ___ month(s) from the date of Contract conclusion;
- Preparation of the General safety concept for Vukov Spomenik Tunnel _____ months from the date of Contract conclusion
- Preparation of the Report on conducted inspection of tunnel ventilation system _____ months from the date of Contract conclusion

- Preparation of the Final Report _____ months from the date of Contract conclusion.

OBLIGATIONS OF THE SERVICE PROVIDER

Article 6

The Service Provider undertakes to perform the work referred to in Article 1 of the present Contract:

- Law on Public Procurement („RS Official Gazette No 124/2012, 14/2015 and 68/2015) and by-laws governing public procurement, Law on Railway („RS Official Gazette” No 41/18), Law on Safety in Railway Traffic („RS Official Gazette” No 41/18), Law on Interoperability of Railway System („RS Official Gazette” No 41/18), Law on Confirmation of Amendments of and Supplements to the Convention concerning International Carriage by Rail (COTIF), Uniform Rules APTU (Appendix F to COTIF 1999); International Convention concerning the Carriage of Dangerous Goods by Rail RID; Law on Transport of Dangerous Goods („RS Official Gazette” No 104/16 dated December 31, 2016); Law on Fire Protection („RS Official Gazette” No 11/09 and 20/2015); Law on Emergency Situations („RS Official Gazette” No 111/09,92/11, 93/12); Technical Specifications for Interoperability "Safety in Railway Tunnels" (TSI SRT); Safety Management System "IŽS a.d."; Safety Management Systems for Railway Undertakings; Recommendations of relevant international institutions; Rulebook on technical conditions and permanent way maintenance of railway lines („RS Official Gazette” No 39/16 and 74/16); and other relevant acts, regulations and standards applicable to this type of activity and other laws of the Republic of Serbia defining and determining the conditions and manner for preparation and the contents of documentation, in a quality manner and strictly observing the good professional practice.
- By the deadlines determined in Article 5 hereof.

Article 7

Contents and the manner of preparation of the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgade Railway Node, shall be in line with the technical specifications and legal regulations. All reports shall be submitted in 3 hard copies and 3 digital copies, in Serbian and English language.

Article 8

The Service Provider undertakes to prepare, while preparing the Study for Operation of Trains with Diesel Traction and Operation of Trains Carrying Dangerous Goods through Vračar Tunnel and other Structures in the area of Belgade Railway Node referred to in Article 1 hereof, the drafts of the following deliverables:

1. Summary of analysis;
- 2.1. Event tree analysis;
- 2.2. Report on conducted qualitative risk analysis;
- 3.1. Report on conducted quantitative risk analysis;
- 3.2. Suggestion for application of the results of the quantitative analysis;
- 3.3. Report on efficiency of measures defined in quantitative analysis;
4. Deliverable "General safety concept for Vukov Spomenik Tunnel";
- 5.1. Report on ventilation system in Vukov Spomenik Tunnel;
- 5.2. Report on conducted inspection of tunnel ventilation system.

The Service Provider shall deliver appropriate number of copies of the abovementioned documents in 3 hard copies and 3 digital copies, in Serbian and English language.

The Service Provider undertakes to present and explain the prepared Study, upon the Employer's demand.

Article 9

The Service Provider undertakes to cooperate with the Plan preparation Principal and Employer for the Plan preparation and with all participants in the preparation of the Plan and obtaining of the requirements and information necessary for the Plan preparation, except payment of expenses of obtaining requirements and information.

OBLIGATIONS OF THE EMPLOYER

Article 10

Employer undertakes to:

- provide the required technical documentation (of appropriate quality and level of detail);
- cooperate with the Service Provider and the Study preparation Principal, during all phases of preparation and professional review of the Study.

Article 11

If the Employer, during the preparation of the Study referred to in Article 1 of the present Contract abandons the preparation of the Study or certain parts thereof, the Employer shall notify accordingly the Service Provider in writing, and to reimburse all expenses incurred to the Service Provider until the date of receipt of the notice of abandonment.

PERFORMANCE BOND

Article 12

The Service Provider shall, 8 days upon Contract signing, provide the Employer with the performance bond in the form of bank guarantee, irrevocable, unconditional, payable on first demand and without objection, amounting to 10 % (ten) percent of the contract price, exclusive of VAT, specified in Article 2 and having the validity period 30 days longer than the period agreed for final completion of the entire Contract.

In the event of extension of deadline referred to in Article 5 of the present Contract, the Service Provider undertakes to provide the Employer with a new bank guarantee in the same amount, having the extended validity period of 30 days longer than the newly defined deadline for completion of the entire Contract.

Performance bond shall be payable to the Employer as a reimbursement of loss incurred due to failure of the Service Provider to fulfill its obligations under the present Contract.

The Employer shall return the performance bond to the Service Provider within 30 (thirty) days from the day when the Service Provider has fulfilled all of the contractual obligations referred to in Article 1 hereof.

LIQUIDATED DAMAGES

Article 13

If the Service Provider fails to fulfill the contractual obligations within the deadlines specified in the Dynamic Plan and Article 6 hereof, he is obliged to pay to the Employer the liquidated damages in the amount of 1‰ (one per mille) a day, and

should the total liquidated damages exceed the amount of 5% of the total contract price, the Employer shall be entitled to terminate the Contract unilaterally.

Partial provision of the service by the agreed deadline does not exclude the obligation to pay the liquidated damages.

The amount for collection of liquidated damages shall be calculated by the Employer at invoice payment.

If the Employer terminates the Contract unilaterally or provides the service which substantially deviates from the contractual obligations in terms of deadlines for service provision, the Employer shall be entitled to forfeit the Service Provider's payment security instrument referred to in Article 12 of the Contract.

ADDITIONAL CLARIFICATIONS AND INFORMATION

Article 14

In the event of disruption in service provision, the Service Provider shall submit all additional clarifications and information, in view of taking steps to overcome the occurring problem.

TERMINATION

Article 15

The Employer may, by way of written notice of failure addressed to the Service Provider, terminate the present Contract, entirely or in part:

- if the Service Provider fails to provide the service of preparation, fully or in part, by the deadline(s) specified in the Contract;
- if the Service Provider fails to fulfil some other obligation under the Contract;
- if the Risk Assessment Study for the operation of train carrying dangerous goods through Vukov spomenik, does not meet quality parameters determined in the tender, i.e. if it does not meet the technical conditions;
- If Force Majeure circumstances should last for over 30 days, and the Contracting Parties fail to agree on extension of the Contract validity period.

FORCE MAJEURE

Article 16

The Contracting Parties shall be partially or fully relieved of the responsibility for non-fulfillment of obligations under the present Contract, if such non-fulfillment is the result of force majeure.

Force Majeure circumstances imply the circumstances occurring after the conclusion of the present Contract, as a result of emergency situations beyond the control of the Contracting Parties, such as: war, earthquakes, floods, fire, epidemic, acts of national authorities affecting the fulfillment of obligations.

The party affected by Force Majeure should promptly notify the other party by telegram or by other written means of the occurrence of circumstances impeding the fulfillment of contractual obligation. The affected party that fails to notify the other party in a timely manner of the occurrence of a Force Majeure circumstance, and that is affected by such circumstance, shall not be entitled to invoke it, save when such circumstance is preventing the delivery of such notification.

During the Force Majeure circumstances, the obligations under the Contract shall be dormant and no sanctions shall apply to non-fulfillment of contractual obligations.

Upon the occurrence of the circumstances referred to in this article, the deadline for fulfillment of contractual obligations shall be extended for the period which, in its duration, corresponds to the duration of the occurring circumstance and a reasonable period for remedying of consequences of such circumstance.

If the occurring circumstances referred to in this article should last longer than one month, each of the Contracting Parties reserves the right to terminate the Contract.

SETTLEMENT OF DISPUTES

Article 17

In the event of a dispute between the Employer and the Service Provider, the Commercial Court in Belgrade shall be the court of appropriate jurisdiction.

AMENDMENTS

Article 18

The present Contract may be amended in the same form, agreed by the Contracting Parties, by conclusion of Addendum to the Contract.

In case of need, the Employer may, after the conclusion of contract, increase the scope of public procurement contract, without conducting a public procurement procedure, in accordance with the Article 115 of the Law on Public Procurement, maximum of 5% of the total value of the originally concluded contract, but the total increase can not be higher than the values stipulated in the Law on Public Procurement.

OTHER PROVISIONS

Article 19

Any matter not regulated by the present Contract, shall be governed by the provisions of the Law on Contracts and Torts and other positive legal regulations of the Republic of Serbia.

Article 20

The Contract shall enter into effect on the day when it is signed by both parties, and shall apply as of the issuance of the performance bond, in accordance with article 12 hereof.

Article 21

The present Contract is prepared in 6 (six) identical counterparts, of which the Employer shall retain 4 (four) counterparts, and the Service Provider shall retain 2 (two) counterparts.

For the Service Provider

**For the Employer
Acting General Manager**

Miroljub Jevtić, PhD

Note: If the tenderer is submitting a joint tender, i.e. a tender with subcontractors' participation, the contract form must specify all tenderers from the group of tenderers i.e. all sub-contractors. In the case of joint tender, group of tenderers may choose to have the contract form signed and stamped by all tenderers from the group of tenderers or the group of tenderers may designate one tenderer from the group to fill in, sign and stamp the contract form. The present contract form represents the contents of the Contract to be concluded with the selected tenderer, and if the tenderer rejects signing the Contract on public procurement, without reasonable justification, after being awarded, this will constitute negative reference pursuant to Article 82, paragraph 1, item 3) of the Law on Public Procurement.