

TENDER DOCUMENTS
FOR PUBLIC PROCUREMENT OF
SERVICES

TRANSPORT OF 29 TRAMS, 10
TRAMCARS AND SPARE PARTS
FROM SWISS DONATION

(name and label from the general procurement dictionary: 60200000 – Rail Transport Services)

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I INVITATION FOR THE SUBMISSION OF BIDS

PUBLIC UTILITY COMPANY
CITY PUBLIC TRANSPORT COMPANY
"BEOGRAD"
Belgrade, 29 Kneginje Ljubice Street, Belgrade
website: www.gsp.co.rs

Pursuant to Article 55., 57. and 60. of the Law on Public Procurement („The Official Gazette of the Republic of Serbia” No. 124/12)
GSP, 29 Kneginje Ljubice Street
Issues the
INVITATION

for the submission of bids for the procurement of services in the open procedure

PROCUREMENT SUBJECT - Service: TRANSPORT OF 29 TRAMS, 10 TRAMCARS AND SPARE PARTS FROM SWISS DONATION (name and label from the general procurement dictionary: 60200000 – Rail Transport Services)

All the bidders fulfilling the mandatory conditions for participation in the procedure stipulated in the Law on Public Procurement (Article 75.) and additional conditions foreseen for this public procurement procedure shall be entitled to participate in the procedure. The fulfillment of conditions shall be proved by submitting the evidence stipulated in Article 77. Paragraph 1. of the Law on Public Procurement, in accordance with the Tender Documents.

The bid shall be prepared and submitted in accordance with the invitation and Tender Documents.

The criterion for contract award shall be the lowest offered Price – the total bid value.

Place of takeover of trams and tramcars shall be BVB depot: Bazel depot Dreispitz, Münchensteinerstrasse 103 CH-4052 Basel, Switzerland

Place of delivery of trams and tramcars: Belgrade, Serbia (Rail Station Top ider).

Place of takeover of spare parts: Basler Verkehrs-Betriebe, Hauptwerkstatt, Klybeckstr. 212

CH-4057 Basel – 12 pallets of spare parts shall be taken over

BLT Baselland Transport AG, Grenzweg 1, CH-4104 Oberwil - 26 pallets of spare parts and 4 pivoted bogies

Place of delivery of spare parts: GSP "Beograd", Depot "Sava", 2 Crvene Armije Boulevard, Belgrade, Serbia.

Interested bidders may take over the Tender Documents on the Public Procurement Portal and on the web site of the Purchaser www.gsp.co.rs.

All information regarding the subject public procurement (information on prolongation of the deadline for the delivery of bids, information on amendments and supplements of Tender Documents, additional information, clarifications or answers to the bidders' questions, etc.), the Purchaser shall publish in due time on the Public Procurement Portal and on its website.

The Purchaser shall bear no responsibility if the Bidder has no knowledge on published documents on the Public Procurement Portal from the preceding Paragraph.

Postal and internet addresses of the state authority or organization, i.e. of the authority or department of the a territorial autonomy or local government where one can timely obtain the correct information regarding tax liabilities, environmental protection, protection when hiring, working conditions and similar:

The information on the tax liabilities can be obtained in the Ministry of Finance – Tax Administration, Save Maškovića Street No. 3-5, 11000 Belgrade, www.poreskauprava.gov.rs

The information on the environmental protection can be obtained in the Ministry of Energetics, Development and Environmental Protection - Agency for Environmental Protection, Ruže Jovanovića Street No. 27, 11160 Belgrade, www.sepa.gov.rs

The information on the protection when hiring, working conditions and similar can be obtained in the Ministry of Labour, Employment and Social Policy, Nemanjina Street No.11, 11000 Belgrade, www.minrzs.gov.rs

Additional information and clarifications regarding the preparation of bid the bidders may ask for in writing, with mandatory statement of address, accurate name, contact phone number and e-mail address of potential bidder, five days prior to the expiry of deadline for the submission of bids at the latest in a way that they shall submit the request for additional information and clarifications to the fax

number 011/366-4087 or to the Purchaser's address: GSP, 29 Kneginje Ljubice Street, 11000 Beograd, with the label "For the Procurement No. VNU-159/15", as well as to the e-mail milena.martinovic@gsp.co.rs, with the same label.

Additional information and clarifications regarding the preparation of bid the bidders may ask on week days, from Monday to Friday, in the period from 7 a.m. to 3 p.m.

The Purchaser shall send the answer to the entity interested in additional information and clarifications within three days from the day of reception of written request and the same answer shall be published on the Public Procurement Portal and on its website for the insight of other interested entities.

The bids shall be submitted in Serbian or in English language in an envelope or box closed in a way that it can be for certainly determined that it is opened for the first time, in person or by mail with label:

«BID FOR PROCUREMENT: TRANSPORT OF 29 TRAMS, 10 TRAMCARS AND SPARE PARTS FROM SWISS DONATION – NOT TO BE OPENED UNTIL 12/08/2015 at 10,00, reference number VNU-159/15».

On the back of the envelope, the bidder shall specify his name and address (it is desirable to specify the contact telephone number or e-mail address).

The deadline for the submission of bids is 12/08/2015 at 09,30 in the Administrative Office of the Purchaser, 29 Kneginje Ljubice Street, 11 000 Belgrade.

Public bid opening shall be done on 12/08/2015 at 10,00 in the premises of GSP, 29 Kneginje Ljubice Street, 11000 Belgrade, main building.

The representative of the Bidder that shall attend the procedure of public opening of bids and actively participate in it is obliged to submit the written power of attorney/authorization to the Public Procurement Committee.

The power of attorney/authorization on the basis of which the attending representative shall prove the authority for active participation in the procedure of opening of bids (insight in bids, giving objections to the opening procedure, verification of the submitted bids, signing and taking over the Minutes upon the completed opening procedure, etc.) shall be stamped by the authorized person of the bidder.

If the representative of the bidder does not submit the above-mentioned power of attorney/authorization, he shall be treated as general public and shall not be able to participate actively in the opening procedure.

If the opening of bids is attended by a legal agent of the Bidder, he shall be identified as such by extract from the Business Registers Agency and by a personal document (identification card, passport, driver's license, etc.). If the Bidder does not submit the above-mentioned extract from the Business Registers Agency, the Committee shall check the data on the website of Business Registers Agency prior to the beginning of the opening of bids.

The foreseen period for Purchaser's decision making shall be 25 days from the day of public opening of bids.

Untimely submitted bids shall not be taken into consideration.

The deadline for validity of bid shall not be shorter than 60 days from the day of public bids opening.

Contact: Public Procurement Department

II GENERAL DATA ON PUBLIC PROCUREMENT

1. Data on the Purchaser

Name of the Purchaser: PUBLIC UTILITY COMPANY CITY PUBLIC TRANSPORT COMPANY „BEOGRAD“

Address of the Purchaser: Belgrade, 29 Kneginje Ljubice Street, Belgrade

Website: www.gsp.co.rs

Tax identification number: SR100049398

Registration number: 07022662

Business activity code: 60212

2. Public Procurement Procedure – open procedure, pursuant to Article 32. of the Law on Public Procurement

3. Public Procurement Subject: service

4. The procedure shall be conducted for the purpose of concluding the public procurement

5. Contact: milena.martinovic@gsp.co.rs, Public Procurement Department

The purchaser notes that requesting for clarification and additional information regarding the preparation of bids, shall not be allowed by telephone.

III DATA ON THE SUBJECT OF PUBLIC PROCUREMENT

PROCUREMENT SUBJECT – Service: TRANSPORT OF 29 TRAMS, 10 TRAMCARS AND SPARE PARTS FROM SWISS DONATION (name and label from the general procurement dictionary: 60200000 - Rail Transport Services)

IV TECHNICAL DESCRIPTION OF THE PUBLIC PROCUREMENT SUBJECT (Technical Specification)

PROCUREMENT SUBJECT - Service: TRANSPORT OF 29 TRAMS, 10 TRAMCARS AND SPARE PARTS FROM SWISS DONATION (name and label from the general procurement dictionary: 60200000 - Rail Transport Services)

GSP "Beograd" shall acquire through donation the trams and tramcars which need to be transported from Basel (depot Dreispitz – depot of business entity BVB) to Belgrade (Railway Station Top ider).

It is the following rolling stock that needs to be transported on the above-mentioned relation.

- 16 articulated trams of the type DÜWAG Be 4/6: tram length over coupling 20.9m, tram weight 23.3t (vehicle sequence number 624, 626, 629, 637, 639, 642, 644, 645, 646, 647, 650, 651, 652, 653, 655, 656 donation of the company Basler Verkehrs-Betriebe, hereinafter referred to as: BVB)
- 13 articulated trams of the type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6: tram length over coupling 19,4 , tram weight 24 . (vehicle sequence number 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 114, 115 donation of the company Baselland Transport AG, hereinafter referred to as: BLT), as well as the tram with the vehicle sequence number 110 donated by BLT, which is not serviceable.
- 10 tramcars of the type B4, tramcar length 13.75m, tramcar weight 10.2t (vehicle sequence number 1434, 1435, 1448, 1452, 1467, 1460, 1455, 1461, 1474, 1504 donation of BVB).

Technical drawings of the rolling stock to be transported are integrated in the tender documents in the section vehicle technical specification.

The list of spare parts to be transported by truck is integrated in the tender documents in the section spare part technical specification.

The awarded bidder shall be responsible to takeover the rolling stock to be transported, in Basel, at the BVB depot Dreispitz (Münchensteinerstrasse 103, CH-4052 Basel). Companies BLT and BVB shall coordinate the transport of trams owned by BLT to BVB depot Dreispitz. The BVB Depot Dreispitz disposes of a private railroad connection, which can be operated by SBB Cargo.

All trams and tramcars shall be located in depot Dreispitz and, regarding this, the bidder is binding to perform all the works needed for their safe loading onto the train wagons.

Pantographs and other outer parts as e.g. rearview mirror and billboards are removed and stored inside the trams. The awarded bidder is responsible for the loading and safeguarding of the rolling stock to be transported and makes the necessary staff available.

Destination for unloading is the train station „Topcider“ in Belgrade, Serbia. The awarded bidder is fully responsible for loading and the transport of trams and tramcars from Basel to Belgrade and for unloading of trams and tramcars off the train wagons and on the tram tracks at the location Topcider.

The spare parts for trams and tramcars shall be transported in pallets which are prepared by BVB and BLT. The take over of the spare parts to be transported shall be in Basel – Basler Verkehrs-Betriebe, Hauptwerkstatt, Klybeckstr. 212, CH-4057 Basel, Lagerhalle for the spare parts donated by BVB (12 pallets) and at the premises of BLT Baselland Transport AG, Grenzweg 1, CH-4104 Oberwil, for the spare parts donated by BLT (26 pallets and 4 pivoted bogies). The spare parts shall be transported to Belgrade and unloaded in depot Sava, 2 Crvene Armije Boulevard, New Belgrade.

For the customs formalities, the trams, tramcars and spare parts need to have all the necessary customs documents, including the accompanying documents listed below:

- Material List in English;
- Confirmation that the delivery is effectuated as part of the Economic Development Cooperation (no commercial value) – provided by SECO prior to the beginning of transport

The awarded bidder is responsible for the acquisition of these documents and their completeness. The original documents are in German and it is in the responsibility of the forwarding agent to translate them in a way that they are suitable for an international transport.

Transport of trams and tramcars shall be realized in four lots.

- The first delivery shall presumably be effectuated in November 2015, when 13 trams should be transported;

- The second delivery shall presumably be effectuated in December 2015, when 12 trams should be transported;
- The third delivery shall presumably be effectuated in February 2016, when 4 trams and 6 tramcars should be transported and
- The fourth delivery shall presumably be effectuated in August 2016, when 4 tramcars should be transported.

Note: All the stipulated dates are approximate. At the moment, the purchaser cannot specify the accurate dates and the number of vehicles per each delivery, since the accurate dates and the exact number of vehicles depend on the delivery of new trams to BVB and BLT and the exact date and the accurate number of vehicles to be transported shall be known at least 2 months prior to each delivery. For this reason, the awarded bidder is obliged to keep in touch with BVB and BLT and acquire from them the information about the date, the place of loading and the exact number of vehicles to be transported per each lot, at least two months before each delivery.

Competent persons for contact in BVB, BLT and SECO are:

FOR BVB: Mr. Probst, Heinz, heinz.probst@bvb.ch, Tel: +41 61 685 14 05, Mobile: +41 79 540 24 30 (in German language)

FOR BLT: main contact Mr. Antonio Bosco, +41 61 406 11 21, antonio.bosco@blt.ch, all communication shall be also sent to Mr. Daniel Axt, +41 61 406 11 27, daniel.axt@blt.ch (in German language)

For SECO: Mrs. Priska Depnering, Priska.depnering@seco.admin.ch: Tel: +41 58 462 26 00 (all communication shall be also sent to: Sibylle Hägler, sibylle.haegler@seco.admin.ch, tel: +41 58 462 26 00)

The rolling stock foreseen to be donated to GSP is still in use in Basel. In case, a tram or tramcar would be considerably damaged or demolished before it is transported to Belgrade, the Purchaser reserves the right to reduce the number of rolling stock to be the subject of the concluded contract, without any liabilities.

The transport and the delivery of spare parts by truck shall be effectuated in a single ride and the presumed period for the transport of the spare parts is by the end of 2015, most probably together with the first vehicle delivery.

The estimated value of each tram is 20 000 CHF, while the estimated value of each tramcar is 8 000 CHF.

The awarded bidder shall bear all risks and consequences from the moment of handover of vehicles at the depot in Basel until the final unloading of trams and tramcars in Belgrade.

The Bidder should inspect the place of loading, depot Dreispitz, Münchensteinerstrasse 103 in Basel, as well as the place of unloading, the train station Topcider, Belgrade.

Due to the specificity of locations, the bidders should inspect the exact locations of loading and unloading in order to learn which equipment and technology is needed for the successful execution of loading and unloading.

Annex 1: Scope of the donation by BVB

The following motorized vehicles are part of the donation:

Trams of the type Düwag Be 4/6 (16 trams): 624, 626, 629, 637, 639, 642, 644, 645, 646, 647, 650, 651, 652, 653, 655, 656

The following tramcars are part of the donation:

Tramcars of the type B4 (10 tramcars): 1434, 1435, 1448, 1452, 1455, 1460, 1461, 1467, 1474, 1504

The following spare parts listed in the table below are part of the donation:

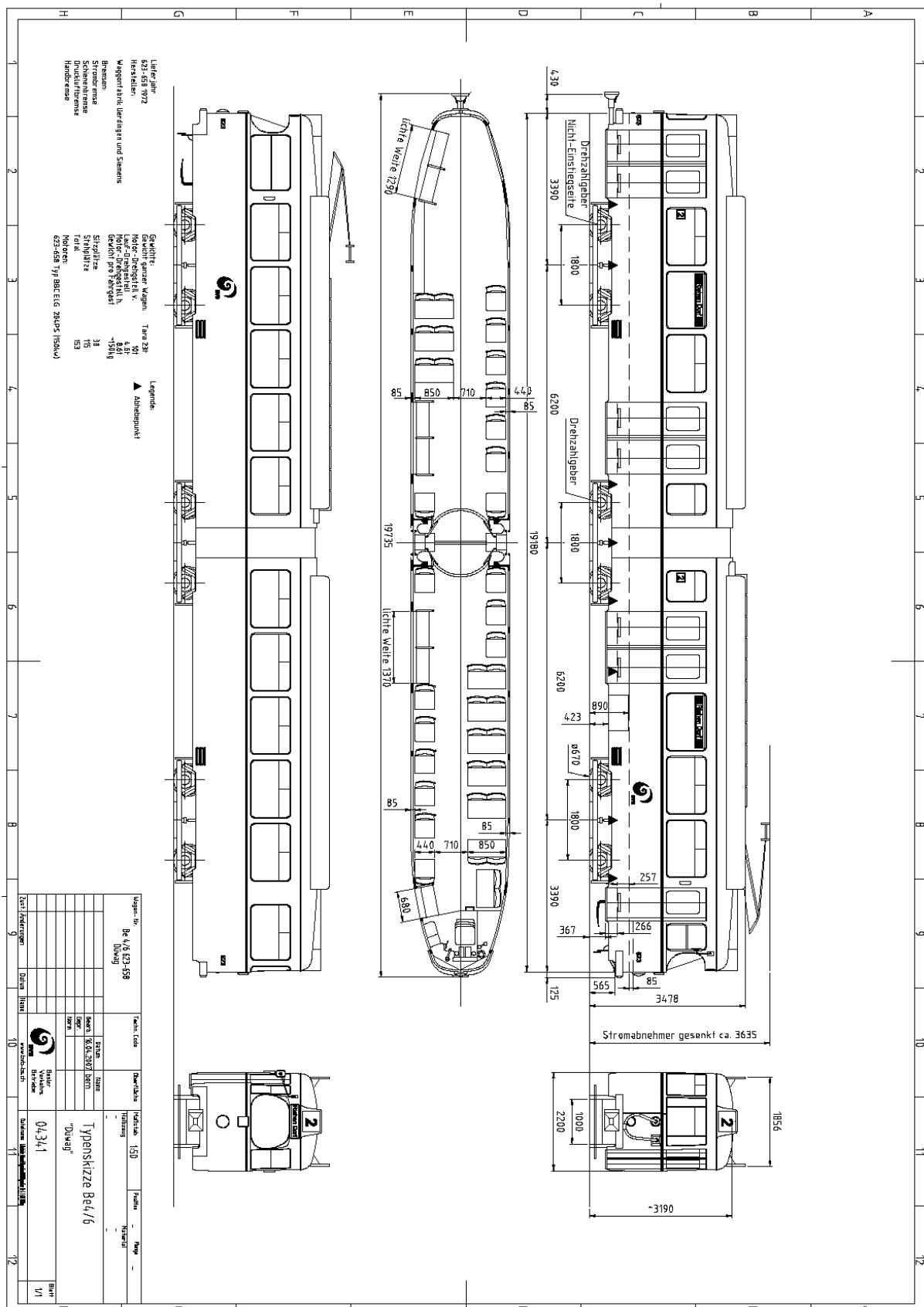
Material	Bez. Material	MngEinheit	Lagerort	Menge
103484	Büchse Kunst 66x56x125	ST	1000	30
103804	Kabel Typ 3-GKW-U	M	1000	39
103861	Ther ostat zu Wagenheizung	ST	1200	3
103861	Ther ostat zu Wagenheizung	ST	1100	10
103898	Si atic-Stufe NMA R 16	ST	1000	24
103910	Stro wertgeber, Sie ens	ST	1000	2
104046	Gehäuse für Co pactstecker	ST	1000	28
104209	Dichtung zu Getriebe-	ST	1000	8
104253	Kle profil 24x21x5x4	M	1000	71

104263	Platten Getalit schwarz	M2	1000	5.8
104299	Nachstellspindel it Gew.	ST	1000	6
104321	Nockenscheibe-Rohling 50	ST	1000	60
104391	Pendeltürband "Dor a"	ST	1000	10
104409	Druckfeder D=3,2 Da28 Lu65	ST	1000	100
104414	Kollektordeckel unten, zu BBC	ST	1100	1
104713	Gleitplatte bearbeitet	ST	1000	23
104720	Kontakt Fest, zu Schütz 3TY -	ST	1000	34
104775	Ringe Nilos zu Türrollen	ST	1000	334
104795	Lagerteil Fallschiebefenster	ST	1000	9
104856	Manschette zu Erdungskontakt	ST	1000	83
104932	Schaltstück Fest, zu Schütz	ST	1000	19
104996	Si atic Passives und-Gatter X3	ST	1000	327
105024	Winkelring 110x101x19,5	ST	1000	13
105036	Hebel Lang	ST	1000	13
105117	Drucktaster Rafi it weisser	ST	1200	1
105117	Drucktaster Rafi it weisser	ST	1100	40
105160	Fallschiebefenster 603-622	ST	1100	2
105160	Fallschiebefenster 603-622	ST	1200	3
105186	Wendepolspule zu Motor 4 ELG -	ST	1000	5
105285	Binder Flanschdose	ST	1000	59
105298	Gu i-Rosette zu Sitz-	ST	1000	768
105438	Tritt atte Afgz 612-652 E2/3 O	ST	1000	2
105542	Scheinwerferglas	ST	1000	33.00
105726	Sicherungspatrone 6 A, 750 V	ST	1000	22
105749	Schienenbre skabel zu HL40B	ST	1000	15
105780	Gu idichtung Scheibenbre se	ST	1000	71
106178	Lüftungsrosette zu App.kasten	ST	1000	48
106278	Gu iunterlage zu Radschutz	ST	1000	87
106344	La penglas, weiss	ST	1000	19
106403	Drahtwiderstand 2.2 Oh	ST	1000	16
106419	Nockenscheibe-Rohling 80	ST	1000	30
106465	Spannungsüberwachung EAO	ST	1100	6
106475	Rasteinrichtung Re Schiebe-	ST	1000	15
106568	Kegelrad K5	ST	1000	13
106577	Schleifkörper it CU-Litze,	ST	1000	30
106620	Türlagerflansch Re Falttüren	ST	1200	6
106624	Gew-bolzen M20/33x88/125	ST	1000	7
106634	Löseventil Knorr	ST	1000	7
106686	Kugelgelenk zu Lenkstange	ST	1000	4
106788	Steuer otor GN87 24V	ST	1100	7
106788	Steuer otor GN87 24V	ST	1200	7
106884	Schütz Typ:3TC 2210 OAM, Sie .	ST	1000	8
106884	Schütz Typ:3TC 2210 OAM, Sie .	ST	1100	9
106913	Regler 13N12 F. Signalla pen	ST	1200	7
106913	Regler 13N12 F. Signalla pen	ST	1100	9
107048	Pleuelstange zu Ko pressor	ST	1000	3
107118	Schütz Typ 3TC 26 15-OCB	ST	1000	1
107118	Schütz Typ 3TC 26 15-OCB	ST	1100	3
107155	Fensterglas 603-658 Türen	ST	1000	33
107275	Deckenstütze	ST	1000	22
107302	Transistor Typ NTE (ECG) 179	ST	1000	18
107425	Hebel zu Löseventil	ST	1000	13
107479	Lagerbolzen zu Kuppelstange	ST	1000	20

107496	Holzbride 60x37x30 2 Teil	ST	1000	71
107497	Heizkörper it Gehäuse 1000 W	ST	2000	1
107497	Heizkörper it Gehäuse 1000 W	ST	1000	11
107526	Rollenkette Sie ens Kontroller	M	1000	84
107563	Lenkerhebel, zu Halbscheren -	ST	1000	15
107719	Winkelschrittkabel kurz	ST	1000	3
107719	Winkelschrittkabel kurz	ST	1200	7
107774	Steckergehäuse 10 polig ännl.	ST	1000	779
107899	Gu idichtung zu Schienen-	ST	1000	284
108012	Kle platte 4pol. X M5	ST	1000	17
108041	Hebel zu Löseventil	ST	1000	10
108059	U kehrstufe N7, zu Si atic -	ST	1000	37
108068	Steuerstange	ST	1000	20
108141	Gegenstück zu Endhalter	ST	1000	24
108217	Sendeverstärker	ST	1100	8
108247	Widerstand K100, Typ 3A	ST	1000	50
108250	Kabel zu Winkelschrittgeber	ST	2000	1
108250	Kabel zu Winkelschrittgeber	ST	1100	3
108250	Kabel zu Winkelschrittgeber	ST	1200	3
108250	Kabel zu Winkelschrittgeber	ST	1000	5
108252	Steuerschalter Typ 3SV4001-OBA	ST	1200	1
108252	Steuerschalter Typ 3SV4001-OBA	ST	1100	4
108368	Winkelschrittkabel lang	ST	1000	4
108400	Si atic-Stufe P2	ST	1000	115
108598	Trittbrettschalter M. Kabelanschluss	ST	1200	13
108602	Büchse Connex E44/36,2x31	ST	1000	61
108610	Türgetriebe	ST	1200	3
108611	Spannschloss zu Bre snach-	ST	1000	3
108626	Feldplatte it Gehäuse, zu Si-	ST	1000	8
108709	Balg ko plett	ST	1100	1
108731	Geräteplatte ko plett	ST	1200	1
108876	Löseventil Ldg Be4/6 603-658	ST	1200	4
108888	Antriebsrad zu Differentialgetriebe	ST	1000	8
109006	Zahnstange Kunst Schiebefenst.	ST	1000	18
109019	Luftausstroe er	ST	1000	5
109075	Deckel Frost Edrungskont.	ST	1000	16
109110	Türhebel	ST	1000	7
109178	Halter links	ST	1000	8
109304	14 Zahn-Geber zu Tacho	ST	1000	4
109345	Si atic Gedächtnis M.01	ST	1000	158
109546	Blendschutz für Kontrolla pen	ST	1000	279
109568	Abstandhülse zu Scherenstro -	ST	1000	20
109570	Schild Legende Nu erband	ST	1000	92
109707	Spannbüchse Stossdä pfer	ST	1000	20
109720	Führungsstange zu Halbscheren-	ST	1000	3
109731	Kotschutzgu i it Halter	ST	1000	14
109756	Gu ipuffer zu Kastenanschlag	ST	1000	19
109761	Kippschalter zu Türe 1	ST	1200	4
109761	Kippschalter zu Türe 1	ST	1100	73
109901	Kontakthülse zu Bahnbürsten -	ST	1000	9
109914	Drucktaste RAFI gelb	ST	1000	8
109975	Glockenstift 12x98 Be4/6	ST	1000	19
109988	Papierkorb Kurz	ST	1100	3
110105	Absperrhahn Ae 2.100 Be4/6	ST	1200	5

110208	Nockenscheibe-Rohling 80	ST	1000	40
110234	Mikroschalter Burgess	ST	1000	32
110277	Si atic-Stufe NMA R 2	ST	1000	20
110298	Verstärker Geloso Typ G1-110 12V	ST	1100	7
110345	Bolzen 25/32/12x33 zu Einstieg	ST	1000	11
110351	Bolzen zu Bre se M20/36x99/122	ST	1000	10
110398	Druckstange links	ST	1000	6
110426	Türgriff	ST	1100	10
110645	Wellendichtring 15x26x7	ST	1000	25
110781	Diodeneinheit zu Fahrschalter	ST	1000	12
110878	Bolzen M20/36x112/135	ST	1000	50
110942	Seg ent Ungebohrt 385x20x8	ST	1000	7
111114	Schaltverstärker 13N13 Z. Regler	ST	1100	4
111114	Schaltverstärker 13N13 Z. Regler	ST	1200	18
111151	Rasteinrichtung Li Fallschiebe	ST	1000	21
111188	Dichtkappe Art.300120 zu Stro abneh er	ST	1000	4
111254	Reflektor D.230	ST	1000	2.00
111301	Keil 3x2,8x25 Torsionsstab	ST	1000	40
111316	Kugellager 7x19x6 607.G	ST	1000	100
111477	Antriebswelle zu Geberantrieb	ST	1200	3
111535	Sitzfussauflage	ST	1000	123
111544	Trittbrettla pe, gelb	ST	1200	2
112079	Bre skraftregler Br 4102	ST	1200	1
112629	Zwei otorenantrieb Be4/6 603-658	ST	1200	4
114130	Schütz Typ 3TA 63 10-5EB, Sie .	ST	1100	43
114351	Drahtseil zu Fenderrückzug	ST	1200	4
114351	Drahtseil zu Fenderrückzug	ST	1100	11
114530	Deckel it Kohle zu Erdungs -	ST	1200	10
114776	Gu idichtplatte zu Blinker	ST	1000	33
114919	Schütz Typ 3TA 68 02-5EB, Sie .	ST	1100	16
115331	Aussenspiegel-ar	ST	1200	3
115331	Aussenspiegel-ar	ST	1100	4
115556	Lenkstange	ST	1200	5
115557	Kippschalter zu Falttüren	ST	1200	5
115557	Kippschalter zu Falttüren	ST	1100	41
115602	Stro versorgungsgerät K7848-11	ST	1200	6
115605	Doppelblinkleuchte ko plett	ST	1000	7
115811	Schaltverstärker 13N14 Z. Regler	ST	1000	7
115811	Schaltverstärker 13N14 Z. Regler	ST	1100	12
115811	Schaltverstärker 13N14 Z. Regler	ST	1200	16
115966	Türlagerflansch Li Falttüren	ST	1100	3
115966	Türlagerflansch Li Falttüren	ST	1200	6
118600	Scheinwerfertopf ohne Reflektor 477-686	ST	1000	4
305119	Zentrierhülse Düwag-getriebe	ST	1000	30





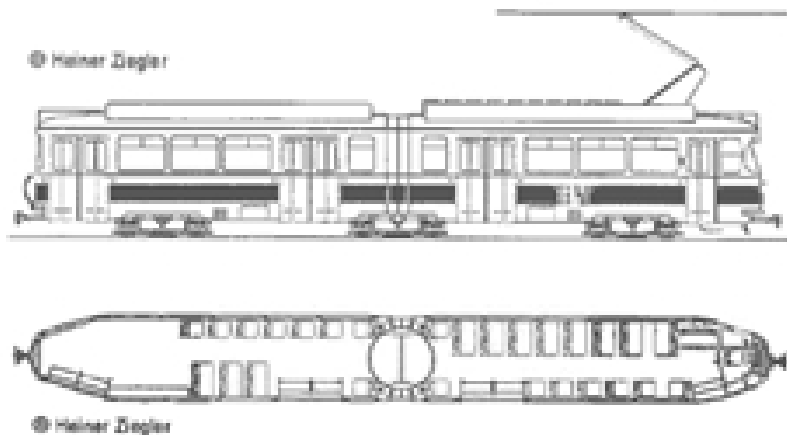
Annex 2: List of spare parts BLT

Ident.Nr.	Bezeichnung	Menge	Masse
579163	Zweimotorantrieb	4	1 Palette
579729	Bremskr. Regler LDG	5	1 Palette
579728	Bremskr. Regler TDG	4	
472050	Labyrinthring	5	1 Palette
471656	Welle	1	
703653	Bremshebel	3	
573873	Radschutz L	8	1 Palette
573674	Radschutz R	7	1 Palette
470315	Radschutz R Spurk.	5	1 Palette
470316	Radschutz L Spurk.	5	
471965	Trittbrett	8	1 Palette
470738	Trittbrett	9	
470142	Gummiprofil	239m	1 Palette
471075	Kantenschutz	31.6m	
471593	Fenderkorb	3	1 Palette
579542	Untersitzfahrersch.	2	2 Paletten
471097	Kegelsitzwelle	14	1 Palette
471098	Kegelrad	14	
471013	Rotor Wicklung	9	2 Paletten
579730	Scheinwerfer	1	1 Palette
703962	Scheinwerfer	5	
579510	Achslager	5	1 Palette
471422	U-Profil	185.9m	1 Palette
	Teile zu Sander		1 Palette
470920	Megifedern	63	1 Palette
579740	Motor BBC	3	3 Paletten
579737	Getriebe	3	2 Paletten
579739	Drehgestell LDG	1	2,7m x 2,3m
579738	Drehgestell TDG	2	2,7m x 2,3m
	Wiege TDG	1	2,3m x 1m
703647	Stirnwandteile	"140"	2 Paletten
471714	Haltestange	108	2 Paletten
471715	Haltestange		
471716	Haltestange		
471717	Haltestange		
471718	Haltestange		
471719	Haltestange		
471720	Haltestange		
471721	Haltestange		
471722	Haltestange		
471723	Haltestange		
471724	Haltestange		
579726	Drehkranz TDG	1	1 Palette
579727	Drehkranz LDG	1	

	Diverses Material aus Fz 110 "Unfall"		2 Paletten
	Stossbalg und Gitter		1 Palette
471329	4kt Rohr	36	1 Palette
471330	Flachstahl	18	
641668	Ausg. Frontscheibe	Nicht im Lagerbestand	1 Palette
579272	Ausg. Frontscheibe mit Heizung	1	1 Palette
575173	Heckscheibe L	4	1 Palette
575172	Heckscheibe R	2	
575171	Heckscheibe Mitte	15	1 Palette
579420	Kupplungsnahe	15	1 Palette
575499	Kupplungsmuffe	0	
579426	Kupplungsnahe	8	
579419	Ritzwelle	4	1 Palette
626490	Kegelrad	4	
573393	Luftbalg	16	1 Palette
703428	Bremszylinder	5	1 Palette
572831	Bremszylinder	4	
471566	Distanzscheibe	9	1 Palette
471567	Distanzscheibe	4	
470017	Türflügel R	2	2,4m x 0,4m
470018	Türflügel L	1	2,4m x 0,4m
471015	Faltenbalg	4	Kiste 2,2m x 0,8m
575424	Verschalung Horlacher	2	1 Palette
	Innendecke + Lehre	4	7m lang

Fact sheet tram DÜWAG Be 4/6

Vehicle length: 20.04m
Width: 2.20m
Height: 3.64m
Weight empty: 23.5 tons



Fact Sheet Tram Schindler Wagon Pratteln (SWP) Serie 100

Vehicle length: 19.4m

Width: 2.2m

Height: 3.2m

Weight empty: 24t

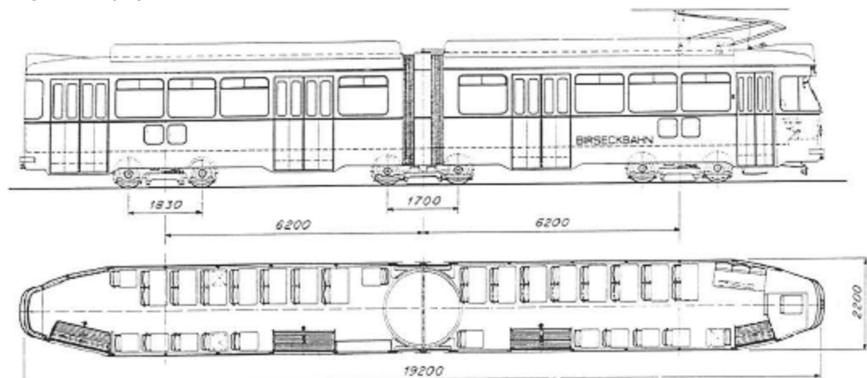


Bild 2. Typenbild

Fact sheet tramcar B4

Vehicle length: 13.75m

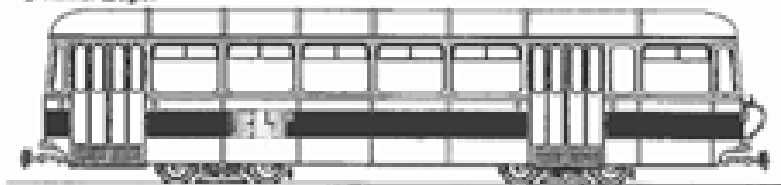
Width: 1.70m

Height: 3.64m

Weight empty: 10.2 tons

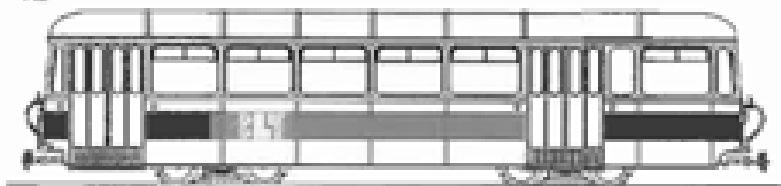
Typenskizze

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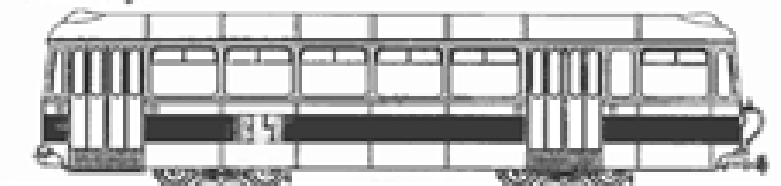
1. Serie: 1301-1303

HC



2. Serie: 1304-1305

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V REQUIREMENTS FOR THE PARTICIPATION IN THE PROCEDURE OF PUBLIC PROCUREMENT FROM ARTICLES 75 AND 76 OF THE LAW ON PUBLIC PROCUREMENT AND THE INSTRUCTION FOR THE METHODS OF PROVING THE COMPLIANCE WITH THESE REQUIREMENTS PURSUANT TO ARTICLE 77 OF THE LAW ON PUBLIC PROCUREMENT

MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE (ARTICLE 75. OF THE LAW ON PUBLIC PROCUREMENT) TO BE PROVEN BY SUBMITTING EVIDENCE FROM ARTICLE 77. OF THE LAW ON PUBLIC PROCUREMENT

LEGAL ENTITY OR ENTREPRENEUR AS A BIDDER IN THE PUBLIC PROCUREMENT PROCEDURE SHALL PROVE:

1. That a bidder/subcontractor/participant in a joint bid is registered with the competent authority, i.e. entered into the appropriate register, WHICH IS TO BE PROVEN BY SUBMITTING the extract from the register of the Business Registers Agency, i.e. extract from the appropriate register, i.e. from the register of the competent commercial court.

Note: a bidder is not obliged to submit the extract from Business Registers Agency which is publicly available on the website of the competent authority - Business Registers Agency.

2. That a bidder/subcontractor/ participant in a joint bid, as well as his agent – if the bidder/ subcontractor/ participant in a joint bid is a legal entity, i.e. entrepreneur – if the bidder/ subcontractor/ participant in a joint bid is an entrepreneur, has never been convicted of a criminal act as a member of an organized criminal group, that has never been convicted of a commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud, WHICH IS TO BE PROVEN BY SUBMITTING the extract from criminal record, i.e. certificate issued by the competent court and the competent police administration of the Ministry of Interior Affairs that this legal entity and his agent , i.e. entrepreneur – if the bidder is entrepreneur - have never been convicted of a criminal act as a member of an organized criminal group, that has never been convicted of a commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud. If there are more registered agents in the Business Registers Agency, this certificate shall be submitted for each of them separately.

NOTE:

For this item, legal entities shall submit:

- Extract from the criminal record of the Basic Court with jurisdiction on the location of the headquarters of domestic legal entity, i.e. agency or branch of foreign legal entity (the certificate must also include the criminal acts subject to the jurisdiction of Higher Court)
- If the certificate issued by the Basic Court does not include the criminal acts subject to the jurisdiction of Higher Court, a bidder is obliged to submit the certificate issued by the Higher Court along with the certificate of the Basic Court)
- Extract from the criminal records of the Special Department for organized crime of the Higher Court in Belgrade (see the website of Higher Court in Belgrade regarding the criminal record for legal entities)
- Certificate from the criminal record of a Police Administration of the Ministry of Interior Affairs for agent (for all agents registered in the Business Registers Agency). The requirement for issuance is submitted according to the agent's place of birth or place of residence.

For this item, entrepreneur shall submit:

- Certificate from the criminal record of a Police Administration of the Ministry of Interior Affairs. The requirement for issuance is submitted according to the bidder's place of birth or place of residence.

3. That a bidder/subcontractor/participant in a joint bid has not been prohibited from performing activities by a measure which is in force at the moment of publishing the invitation for submission of bids, WHICH IS TO BE PROVEN BY SUBMITTING the certificates issued by commercial and misdemeanor court - if the bidder/ subcontractor/ participant in a joint bid is a legal entity, i.e. certificate issued only by misdemeanor court – if the bidder/ subcontractor/ participant in a joint bid is an entrepreneur that they have not been prohibited from performing activities or by submitting the

confirmation from the Business Registers Agency certifying that, to its records, they have not been prohibited from performing activities.

(the certificate must refer to all activities, not only to activity which is the subject of the public procurement)

4. That a bidder/subcontractor/participant in a joint bid has settled due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or a foreign country where its headquarters is located, WHICH IS TO BE PROVEN BY SUBMITTING the certificates issued by the competent Tax Administration of the Ministry of Finance that they have settled due taxes and contributions and the certificates issued by competent local authority that they have settled all obligations based on original local public revenues or confirmation issued by tax administration that a bidder/subcontractor/participant in a joint bid is undergoing the procedure of privatization.
(certificate of competent local authority must be submitted for all branches of a business entity)

NOTES REGARDING EVIDENCE FOR LEGAL ENTITIES AND ENTREPRENEURS:

- Evidence from items 2. and 4. shall be issued maximum 2 (two) months prior to the day of bids opening, i.e. not before 12/06/2015 (enter the date which is 2 months prior to the opening of bids), otherwise, the bid shall be rejected as unacceptable.
- Evidence for item 3. shall be issued after publishing the invitation for the submission of bids on the public procurement portal (invitation published on 02/07/2015), otherwise, the bid shall be rejected as unacceptable.

Pursuant to Article 78. paragraph 5. of the Law on Public Procurements (Official Gazette 124/12, 14/15), the bidder registered in the Register of Bidders maintained by the Business Registers Agency, shall not be obliged to prove the fulfillment of mandatory requirements when submitting the bid, i.e. he is not obliged to submit in his bid the evidence stipulated in Article 75, paragraph 1, items 1)-4) of the Law on Public Procurements.

Only for the records of submitted documents at the time of bid opening, bidders may submit in their bids a copy of the Decision on bidders registering into the Register or they may stipulate in their bid that they have registered in the Register of Bidders.

The purchaser shall check the Register of Bidders on the website of Business Registers Agency during the expert assessment of bids.

NATURAL PERSON AS A BIDDER IN THE PUBLIC PROCUREMENT PROCEDURE SHALL PROVE:

1. That a bidder/subcontractor/ participant in a joint bid, as well as his agent – if the bidder/subcontractor/ participant in a joint bid is a legal entity, i.e. entrepreneur – if the bidder/subcontractor/ participant in a joint bid is an entrepreneur, has never been convicted of a criminal act as a member of an organized criminal group, that has never been convicted of a commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud, WHICH IS TO BE PROVEN BY SUBMITTING the extract from criminal record, i.e. certificate issued by the competent court and the competent police administration of the Ministry of Interior Affairs that this legal entity and his agent , i.e. entrepreneur – if the bidder is entrepreneur - have never been convicted of a criminal act as a member of an organized criminal group, that has never been convicted of a commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

NOTE:

For this item, a natural person shall submit:

- Certificate from criminal record of a Police Administration of the Ministry of Interior Affairs. The requirement for issuance is submitted according to the bidder's place of birth or place of residence.
2. That a bidder/subcontractor/participant in a joint bid has not been prohibited from performing certain activities by a measure which is in force at the moment of publishing the invitation for submission of bids, WHICH IS TO BE PROVEN BY SUBMITTING the certificate issued by misdemeanor court certifying that he has not been prohibited from performing certain activities.
 3. That a bidder/subcontractor/participant in a joint bid has settled due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or a foreign country where its headquarters is located, WHICH IS TO BE PROVEN BY SUBMITTING the certificates issued by the competent Tax Administration of the Ministry of Finance that they have settled due taxes and

contributions and the certificates issued by competent local authority that they have settled all obligations based on original local public revenues

NOTE REGARDING THE EVIDENCE FOR NATURAL PERSONS:

- Evidence from items 1. and 3. shall be issued maximum 2 (two) months prior to the day of bids opening, i.e. not before 12/06/2015 (enter the date which is 2 months prior to the opening of bids), otherwise, the bid shall be rejected as unacceptable.
- Evidence for item 2. shall be issued after publishing the invitation for the submission of bids on the public procurement portal (invitation published on 02/07/2015), otherwise, the bid shall be rejected as unacceptable.

ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE (ARTICLE 76. OF THE LAW ON PUBLIC PROCUREMENT) AND THE INSTRUCTION ON HOW TO PROVE THE FULFILLMENT OF THESE CONDITIONS

1. THAT THE BIDDER DISPOSES WITH OF NECESSARY FINANCIAL CAPACITY

that in the last three years to which the submitted evidence refers the bidder generated the business revenue in the amount of minimum 242,000,000.00 dinars (RSD), i.e. 2,000,000.00 EUR, per each year separately.

As the evidence of fulfillment of the financial capacity, the bidder shall submit:

Report on the solvency for public procurement BON-JN of the bidder for 2011, 2012 and 2013 – issued by the Business Registers Agency – the Register of Financial Reports and the data about legal entities and entrepreneurs or the balance sheet and income statement with the opinion of the authorized auditor for 2011, 2012 and 2013.

NOTE:

Business entity that, pursuant to the Law on Accounting and Auditing, maintains business records according to the system of simple bookkeeping, submits:

- profit and loss, tax balance and tax return for determining the tax on citizens' income from independent activities, issued by the competent tax authority in the territory where he registered his activities for the preceding three years (2011, 2012 and 2013),
- certificate from the business bank about total turnover on his business – current account for the preceding three accounting years.

Business entity that is not obliged to determine the financial business results (lump entrepreneur), submits:

- certificate of the business bank on the real total turnover on his business- current account for the preceding three accounting years and the data about the account blockage for the preceding 6 months.

If the bidder's head office is not in the territory of the Republic of Serbia he, he shall submit:

- certificates from the competent authorities of home country, which he shall submit together with the their translation in Serbian, verified by a sworn-in court translator for the subject foreign language.

Only for direct users of budget funds:

- If a user of direct budget funds appears as a bidder, he is allowed to submit for this item the balance sheet and income statement for the preceding three years as the evidence of financial capability
- Bidders that are registered in the period shorter than three years submit the documents stipulated in this item for the period they are registered for.

2. THAT THE BIDDER DISPOSES OF SUFFICIENT STAFF CAPACITY

The Bidder must have employees or in another way engaged persons to be responsible for execution of the following activities during the realization of Contract, in particular:

- A person that shall manage the entire execution of the service of transport of trams, tramcars and spare parts;
- a person that shall be responsible for correspondence and translation of documents from German to Serbian and vice versa, as well as from German to English
- persons that shall be responsible for realization of loading and unloading at the stipulated locations
- a person responsible for realization of transport of spare parts by truck

- a person responsible for the loading, as well as Loading Master must speak German, while a person Responsible for the unloading and the supervision of unloading must speak Serbian.
- persons responsible for foreign business affairs, provision of execution of customs and other works related to the export and import of trams and tramcars

As the evidence of fulfillment of staff capacity, the Bidder shall submit the following along with the Bid: Labour contracts, or service contracts, or contract on temporary and occasional works, or any other legal basis of engagement, M-forms, copies of employment booklet and similar.

The Bidder shall submit along with the Bid the Declaration, made under perjury, which shall contain the list of all persons to participate in the execution of service, with stipulated professional qualifications of each person separately, all in accordance with the requirement form the tender documents, which refers to the staff capacity.

If the Bidder fails to submit the required evidence in a way stipulated in Item 2, the Bid shall be rejected as unacceptable.

3. THAT THE BIDDER DISPOSES OF SUFFICIENT BUSINESS CAPACITY

3.1. The Bidder must prove that, in the period of five years prior to the publishing of invitation for the submission of bids, he has provided the service of international transport of at least 10 trams and that he had no complaints to the execution of the subject services.

As the evidence, the Bidder shall submit with the Bid the confirmation that, in the period of 5 years prior to the publishing of invitation for the submission of bids, he performed the service of international transport which is the subject of the public procurement, ie. loading, transport and unloading of trams (at least 10 trams) - by railways and that he had no complaints to the quality of the executed services. The confirmation must be issued and verified by the Purchaser for whom the services were executed. The confirmation must be issued and verified by a competent person of the Purchaser (name, surname, occupation and function in the company); the confirmation must be issued on the memo of the Purchaser's company.

Together with the confirmation of the reference purchaser, the bidder shall also submit the copy of the contract.

3.2. The Bidder shall prove that he has made the detailed plan of service execution

In the detailed plan of the transport of trams and tramcars, the Bidder shall describe the way, means and methodology according to which he shall perform the loading, transport and unloading of subject vehicles and which shall be assessed in accordance with the infrastructure and technical feasibility of loading and unloading of trams and tramcars.

The submitted plan shall contain the Plan of execution of service of trams and tramcars transport from the moment of take over of trams and tramcars in the depot in Basel to the moment of unloading of vehicles in Belgrade at the station in Topcider. The Bidder is obliged to stipulate in the Plan all the activities that shall be performed in the process of transport, all the participants in the process of transport and their professional qualifications, detailed description of method and means (machines, lifters, cranes, vehicles, etc.) necessary for safe, quality and professional service execution.

As the evidence, the Bidder shall submit with the bid the detailed Plan of service execution, signed and verified by the authorized person of the Bidder.

If the Bidder fails to submit the requested evidence in a way stipulated in Item 3, the Bid shall be rejected as unacceptable.

NOTE REGARDING THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE (mandatory and additional):

The evidence about the fulfillment of mandatory and additional conditions shall be submitted along with the bid.

If the Bidder fails to submit the evidence on fulfillment of mandatory and additional requirements when submitting the bid in a way stipulated in item VI of Tender documents, the bid shall be rejected as unacceptable, except in the case when the Bidder is registered in the Registry of Bidders or if he, instead of providing the evidence, stipulates the website where the mentioned data are publicly available.

Pursuant to Article 78., Paragraph 5 of the Law on Public Procurement (Official Gazette 124/12), the Bidder registered in the Register of Bidders maintained by the Business Registers Agency is not obliged to

prove the fulfillment of mandatory requirements when submitting his bid, i.e. his bid does not have to contain the evidence from Article 77, Paragraph 1, Items 1)-4) of the Law on Public Procurement, by which he proves the fulfillment of requirements from Article 75. Paragraph 1, items 1)-4) of the Law on Public Procurement.

Only for the records of submitted documents at the time of bid opening, bidders may submit in their bids a copy of Decision on bidder's registering into the Register or they may stipulate in their bid that they have registered in the Register of Bidders.

The Purchaser shall check the Register of Bidders on the website of Business Registers Agency during the expert assessment of bids.

The Purchaser shall not reject the bid which does not contain the evidence required by the tender Documents if the bidder stipulates the website where the required data are publicly available.

If the bidder was not able to submit the required documents within the deadline for submission of bids because they could not have been issued by that moment due to the regulations of the Bidder's head office country and if the Bidder submits the appropriate evidence for that along with the Bid, the Purchaser shall allow the Bidder to submit these documents afterwards, within the reasonable deadline.

If the bidder's head office is in a foreign country, the Purchaser is entitled to check if the submitted pieces of evidence proving that the Bidder fulfills the requirements are issued by the competent authorities of the same country.

If in the country of the Bidder's head office the evidence stipulated in Article 77 of the Law on Public Procurement is not issued, the Bidder can submit, instead of the evidence, his written statement under perjury, verified by court administrative authority, notary or another competent authority of that country.

The evidence about the fulfillment of mandatory and additional requirements can be submitted in uncertified copies and the Purchaser may, before making the decision on the awarding, require from the bidder whose bid was, on the basis of the Public Procurement Commission's report, evaluated as the most favourable one, to submit for inspection the original or the certified copies of all or certain evidence, within the deadline that cannot be longer than 5 days from the day of receipt of the written invitation of the Purchaser to submit the original or certified copies of evidence on fulfillment of the requirements from Articles 75 and 76 of the Law on Public Procurement.

If the bidder whose bid has been evaluated as the most favourable one does not submit for inspection the original or certified copies of the evidence, the Purchaser shall by Decision, pursuant to Article 79, Paragraph 3 of the Law on Public Procurement, reject such bid as unacceptable.

4. FINANCIAL SECURITY MEANS

4A. AS THE GUARANTEE FOR THE SERIOUSNESS OF THE BID, THE BIDDER SHALL SUBMIT ALONG WITH THE BID:

Original bank guarantee for seriousness of the bid, unconditional and payable on the first demand, equal to the 5% of the total bid value, VAT excluded, valid for 30 days after the expiry of the deadline for the validity of bids. If the deadlines of the validity of bid are prolonged, the bidder shall prolong the validity of the bank guarantee for seriousness of the bid.

In case of submitting the guarantee of a foreign bank, that bank must have the credit rating that corresponds at least to the level 3 of credit quality (investment ranking). Credit rating mentioned in the preceding paragraph is assigned by a rating agency registered in the list of eligible rating agencies, published by the National Bank of Serbia in accordance with the regulations, or an eligible rating agency from the list of registered and certified rating agencies published by the European Securities and Markets Authorities - ESMA.

NOTE FOR THE BANK GUARANTEE FOR THE SERIOUSNESS OF THE BID:

When determining the date of validity of bank guarantee, the day of the bid opening shall not be counted, but the validity is counted from the first next day.

Bank guarantee can be cashed if the bidder:

- revokes his bid after the opening of the bid, or
- refuses to sign the contract after being awarded, or
- fails to submit the signed contract within a deadline not longer than 5 days counting from the day he received the contract for signing, except in the case of circumstances stipulated in item 18.2. of the Instruction to bidders on how to prepare the bid, or
- fails to submit the security for good performance in a way foreseen by the model of contract.

Bank guarantee for the seriousness of the bid shall be returned to the bidder after signing of the contract, on the same day he submits the security for good performance.

If the bidder fails to submit the required security, his bid shall be rejected as unacceptable.

4B. AS THE GUARANTEE THAT THE BIDDER SHALL SUBMIT THE PERFORMANCE GUARANTEE AFTER THE CONCLUSION OF THE CONTRACT, HE SUBMITS ALONG WITH THE BID:

Original letter of intentions of the bidder's business bank by which the business bank expresses its obligation to issue to the bidder, after the conclusion of the contract, the bank guarantee for good performance, which is unconditional and payable on the first demand, equal to 10% of the total value of the bid, without VAT.

Validity period of the bank guarantee for good performance shall be 10 day longer than the contract validity period.

Letter of intentions of the bank shall not include any conditions for issuing of the bank guarantee (e.g. submission of security means by the ordering party, creditworthiness of the ordering party, business policy of the bank that is issuing the guarantee).

Bank guarantee shall not include any additional conditions for payment, shorter deadlines than those defined by the Purchaser or altered local authority for dispute settlement.

By the Letter of intention, the bank confirms that it established the bidder's solvency when issued the letter and that in case the contract is concluded, it shall issue the bank guarantee for good performance without setting any additional conditions that the Purchaser must fulfill in order to have the guarantee issued.

In case the Letter of intentions of the bidder's business bank is issued by a foreign bank, that bank must have the credit rating that corresponds at least to the level 3 of credit quality (investment ranking).

Credit rating mentioned in the preceding paragraph is assigned by a rating agency registered in the list of eligible rating agencies, published by the National Bank of Serbia in accordance with the regulations, or an eligible rating agency from the list of registered and certified rating agencies published by the (European Securities and Markets Authorities- ESMA)

The model of the Letter of intentions of the business bank is attached to the Tender documents (example).

****If the bidder is in the list of negative references maintained by the Public Procurement Office for the public procurement subject different from the subject of this public procurement, the Purchaser shall require and the Bidder is obliged to submit the security means equal to 15% of the contracted value, VAT excluded.**

The means of financial security means are made out to the Purchaser. The basic data about the Purchaser are:	<ul style="list-style-type: none">- Name of the Purchaser: PUBLIC UTILITY COMPANY CITY PUBLIC TRANSPORT COMPANY „BEOGRAD“- Address of the Purchaser: Belgrade, 29 Kneginje Ljubice Street, Belgrade- Tax identification number: SR100049398- Registration number: 07022662- Business activity code: 60212- Number of giro account of the bank: 355-1006754-58- Name of the bank which maintains the account: VOJVO ANSKA BANKA a.d.
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MODEL OF THE LETTER OF INTENTIONS OF THE BUSINESS BANK

We are informed that (stipulate full business name of the bidder) with the head office (stipulate bidder's head office) (hereinafter: the Bidder) intends to submit the bid for public procurement (stipulate full name of the procurement) No. (stipulate number of the procurement) (hereinafter: the Bid).

By this act, we certify for the above- mentioned Bidder that we (full business name of the bank) with the head office (stipulate bank's head office) (hereinafter: the Bank) are ready to issues the irrevocable, unconditional, payable on the first demand guarantee equal to at least 10% of the bid value (stipulate guaranteed amount – in figures and in words stipulate the guaranteed amount) dinars, as a security means for good performance, in favour of User Public Utility Company City Public Transport Company „Beograd“, 29 Kneginje Ljubice street, belgrade, in case the above-mentioned Bidder is selected as the most favourable one and is the public procurement contract is concluded with him, after completed Public procurement procedure from the first paragraph of this letter.

The bank certifies that it established the solvency of the Bidder prior to issuing of this letter and that, in case of the contract conclusion, it shall issue the bank guarantee for good performance without setting any additional conditions to the Purchaser which he must fulfill in order to have the guarantee fro good performance issued.

Taking over the obligation by this act, the Bank binds itself, as well as its legal sucesors.

Place and stamp	Signature of the authorized person and the stamp of the Bank issuing the guarantee
<hr/> (stipulate name, surname, and the function of the person who signs the letter)	

NOTE:

The Bank shall issue the Letter of Intentions on its memo.

The submitted Letter of Intentions shall correpond the provided example (model) in its content.

The Letter shall be signed by the authorized persons.

VI INSTRUCTION TO BIDDERS ON HOW TO PREPARE THE BID

1. The right of participation in the public procurement procedure and the method of submitting evidence

- 1.1. All interested legal and natural persons that fulfill the requirements foreseen by the Law on Public Procurement (Article 75. and 76.) are entitled to participate in the procedure and the fulfillment of requirements is proven by submitting evidence stipulated in Article 77. of the Law on Public Procurement, in accordance with the Tender Documents.
- 1.2. The evidence on fulfillment of requirements from Article 77. of the Law on Public Procurement can be submitted in the form of unverified copies. Prior to making the decision on contract awarding, the purchaser can demand from the bidder whose bid was, on the basis of the public procurement commission's report assessed as the most favourable one, to submit for inspection either certified copies of all or certain evidence, within the deadline that cannot be longer than five days upon the receipt of purchaser's written invitation or to submit for inspection the original or certified copies of the evidence on the fulfillment of requirements from Articles 75. and 76. of the Law on Public Procurement.
- 1.3. Should the bidder whose bid is assessed as the most favourable one fail to submit the original or certified copy of the requested evidence, the purchaser shall reject his bid as unacceptable, pursuant to Article 79, Paragraph 3 of the Law on Public Procurement.
- 1.4. Purchaser shall not reject the bid as unacceptable for not containing the evidence required by the Law on Public Procurement or Tender Documents if the bidder stipulates in his bid the website where the required evidence is publicly available.
- 1.5. Pursuant to Article 78., Paragraph 5 of the Law on Public Procurement (Official Gazzette 124/12, 14/15), the bidder registered in the Register of Bidders maintained by the Business Registers Agency is not obliged to prove the fulfillment of mandatory requirements when submitting his bid, i.e. his bid does not have to contain the evidence from Article 75. Paragraph 1, items 1)-4) of the Law on Public Procurement.

Only for the records of submitted documents at the time of bid opening, bidders may submit in their bids a copy of Decision on bidder's registering into the Register or they may stipulate in their bid that they have registered in the Register of Bidders.

The purchaser shall check the Register of Bidders on the website of Business Registers Agency during the expert assessment of bids.

- 1.6. If the bidder's head office is in a foreign country, the Purchaser is entitled to check if the submitted pieces of evidence proving that the Bidder fulfils the requirements are issued by the competent authorities of the same country.
- 1.7. If the bidder was not able to submit the required documents within the deadline for submission of bids because they could not have been issued by that moment due to the regulations of the Bidder's head office and if the Bidder submits the appropriate evidence for that along with the bid, the Purchaser shall allow the Bidder to submit these documents afterwards, within the reasonable deadline.
- 1.8. If in the country of the bidder's head office the evidence stipulated in Article 77 of the Law on Public Procurement is not issued, the Bidder can submit, instead of the evidence, his written statement under perjury, verified by court administrative authority, notary or another competent authority of that country.
- 1.9. If the bidder intends to partially entrust the subcontractor with a procurement (in Form 1. of the Bid Forms) – the Bidder shall stipulate the percentage of the total value of the procurement that shall be entrusted to the subcontractor and which must not exceed 50%, as well as a part of the procurement subject that shall be realized through subcontractor.
- 1.10. The bidder is fully responsible to the Purchaser for the fulfillment of obligations from the public procurement procedure, regardless of the number of subcontractors and the same is obliged to

- provide the Purchaser with the access to the the subcontractor, at his request, for the purpose of determining the fulfillment of the requirements.
- 1.11. Subcontractor shall comply with the requirements stipulated in Article 75. of the Law on Public Procurement (Items 1 to 4).
- 1.12. In his bid, the bidder shall submit the evidence from Article 77. of the Law on Public Procurement (Items 1 to 4) for his subcontractor, as well as from Item 5 of the same, for a part of the Bid to be realized by the subcontractor.
- 1.13. If the fulfillment of mandatory requirement from Article 75. Paragraph 1 Item 5 of the Law on Public Procurement is needed for realization of a part of public procurement the value of which does not exceed 10% of the total value of public procurement, the bidder can prove the compliance with that requirement through the subcontractor whom he entrusted the realization of that part of procurement.
- 1.14. Purchaser can, at request of subcontractor and if the nature of procurement allows it, transfer the due receivables directly to subcontractor, for a part of procurement realized by that subcontractor. In this case, the purchaser is obliged to allow the supplied to object if the receivable is not due. Such rules of acting do not influence the responsibility of the bidder.
- 1.15. The supplier cannot appoint as a subcontractor a person not mentioned in the bid, otherwise, the Purchaser shall realize the Security and terminate the contract, except in the case the contract termination would cause him a considerable harm. In this case, the Purchaser is obliged to inform the organization in charge of competition. The exception from this rule exists in the situation where the durable incapability of making payments occurred with the subcontractor after the submission of the bid, provided that the aforementioned person fulfils all the requirements for subcontractor and that the prior consent from the Purchaser is obtained.
- 1.16. If the bid is submitted by a Group of Bidders (joint bid), this shall be stated in the bid (in Form 1 of the Bid Contents). Each of the bidders from the Group of Bidders shall fulfill the requirements from Article 75, Paragraph 1, Items 1-4 of the Law on Public Procurement, proved by submitting evidence from Article 77 of the Law on Public Procurement, while other requirements from Article 76 of the Law on Public Procurement they fulfill together, unless otherwise determined by the Purchaser for justified reasons. The requirement from Article 75, Paragraph 1, Item 5 of the Law on Public Procurement shall be fulfilled by the Bidder from the Group of Bidders entrusted with the realization of a part of procurement, for which the compliance with this requirement is mandatory.
- 1.17. A containing part of the joint bid is the agreement by which the bidders, mutually and towards the Purchaser undertake to realize the public procurement. The Agreement shall contain the data on:
- a member of the Group that shall be the main contractor, i.e. that shall submit the bid and represent the Group of bidders before the Purchaser,
 - a bidder that shall sign the contract on behalf of the Group of Bidders,
 - a bidder that shall provide the Security on behalf of the Group of Bidders,
 - a bidder that shall issue the invoice,
 - the account to which the payment shall be made,
 - obligations of each of the bidders for the realization of the contract.
- 1.18. The bidders that submit a joint bid are jointly and severally liable to the purchaser.
- 1.19. Purchaser can require from the members of the Group of bidders to stipulate in the bid the names and appropriate professional qualifications of persons that shall be responsible for contract realization.
- 1.20. A cooperative can submit the bid independently, on its own behalf and for the account of cooperants or a joint bid on behalf of the cooperants. If the cooperative submits its bid on its own behalf, the cooperative and cooperants shall be responsible for obligations from the public procurement procedure and from the contract on public procurement, in accordance with the law. If the cooperative submits the bid on behalf of cooperants, they shall be jointly and severally

liable for obligations from the public procurement procedure and from the contract on public procurement.

- 1.21. If the bidder does not prove that he fulfills the mandatory and additional requirements for participation in this public procurement procedure, the bid shall be rejected as unacceptable.

2. Tender documents – amendments, supplements and clarifications of tender documents

- 2.1. If the Purchaser makes amendments or supplements to the Tender Documents within the deadline for submission of bids, he shall without delay publish the amendments and supplements on the Public Procurement Portal and his website.

- 2.2. If the bidder amends or supplements the Tender Documents eight or less days prior to the expiry of the deadline for submission of bids, he is obliged to prolong the deadline for submission of bids.

- 2.3. Pursuant to Article 63, Paragraph 2 of the Law on Public Procurement, an interested person may ask the Purchaser in written form for additional information and clarifications regarding the preparation of bid with mandatory stipulation of address, accurate name, contact phone number and e-mail address of potential bidder, five days prior to the expiry of deadline for the submission of bids at the latest by fax number +381 11 366 4087 with the label "For the Procurement No. VNU-159/15», or by e-mail milena.martinovic@gsp.co.rs with the same label. The purchaser shall send the answer to the person interested in additional information and clarifications within three days from the day of reception of written request and the same answer shall be published on the Public Procurement Portal and on his website.

- 2.4. Requesting for clarifications or additional information regarding the preparation of bid by telephone is not allowed.

- 2.5. If a document from the public procurement procedure is submitted by the purchaser or bidder by fax or e-mail, the party that sent the document is obliged to ask from other party to confirm in the same way the reception of the document, which is other party obliged to do when it is necessary as a proof that the delivery is made.

- 2.6. After the expiration of the deadline for the submission of bids, the purchaser shall not amend or supplement the tender documents.

3. Language of the bid

- 3.1. The bidders are obliged to prepare the bid in Serbian or English language according to the requirements from the Tender Documents.

- 3.2. For parts of the bid written in a foreign language (for evidence required by tender documents and other accompanying documents, except for certificates), if the purchaser determines during the procedure of review and assessment of bid that a certain part of the bid should be translated into Serbian, he shall define a reasonable deadline for a bidder to translate that part of the bid.

- 3.3. In case of dispute, the relevant version of bid is the one in Serbian language.

4. Submission of bids, amendments to the bid and recall of the bid

- 4.1. The bid shall be prepared and submitted in accordance with the invitation for the submission of bids and Tender Documents.

- 4.2. The bidder submits the bid directly or by land mail. The bid shall be submitted in a closed envelope or box, closed in a way that at the time of public opening, it can be determined with certainty that it is opened for the first time.

- 4.3. The bidder that submitted the bid independently cannot at the same time participate in a joint bid or as a subcontractor and he cannot participate in several joint bids.

- 4.4. The purchaser is obliged to reject all bids submitter contrary to the prohibition from the preceding paragraph (item 4.3.), pursuant to Article 87, paragraph 5 of the Law on Public Procurement.

- 4.5. Within the deadline for the submission of bids, the Bidder is allowed to amend, supplement or recall his bid, in a way defined for the submission of bids, i.e. in a way that he shall submit the supplement of the bid in the closed envelope with the label "SUPPLEMENT TO THE BID FOR PUBLIC PROCUREMENT NO. VNU-159/15". The bid supplement shall be submitted to the Purchaser before the expiration of the deadline for the submission of bids in a way defined for the submission of bids. In case the Bidder wants to recall the submitted bid, he shall submit his recall to the Purchaser before the expiration of the deadline for the submission of bids in the closed envelope with the label "RECALL OF THE BID FOR PUBLIC PROCUREMENT NO. VNU-159/15". The bidder cannot recall the bid upon the expiry of the deadline for the submission of bids.
- 4.6. The documentation contained in the bid shall not be returned to the bidder upon the completed procedure (except for the submitted security).
5. Costs of the bid preparation
- 5.1. The costs of the preparation and the submission of bid shall be covered exclusively by the bidder and he shall not require reimbursement of these costs from the purchaser.
- 5.2. If the public procurement procedure is suspended for the reasons on the side of the Bidder, the Bidder is obliged to compensate to the Purchaser the costs of production of sample or model, if these are made according to the technical specifications of the Bidder and the cost of acquisition of Security, provided that the Bidder submitted Form 5 in his bid.
6. Bid with variants
- 6.1. Bids with variants in any sense are not allowed (variants of prices, manufacturers, methods of payment, method, i.e. procedure of production or processing, warranty periods, etc.).
7. Confidentiality of the procedure
- 7.1. The procedure of assessment of bids is considered confidential until the moment of decision making.
- 7.2. Information that refer to the review, clarification, assessment and comparison of bids, as well as the recommendation for the contract award, shall be revealed neither to the Bidders, nor to any other persons that are not officially involved in this procedure until the decision on the outcome of the Tender is made.
- 7.3. Any endeavour of the bidder or his agents to influence the purchaser's assessment of bids or the decision on the selection shall result in the REJECTION of his bid.
8. Additional explanations, control and allowed corrections
- 8.1. For the reason of assistance in review, evaluation and comparison of bids, the Purchaser may, pursuant to the provisions of Article 93, Paragraph 1 of the Law on Public Procurement, ask from each Bidder for additional explanations of his bid and the Purchaser may perform the control (and insight) with the Bidder or his subcontractor.
- 8.2. The Purchaser cannot require, allow or offer a change of elements of the bid that are significant for the application of the criteria for the contract award, i.e. a change that could turn the inappropriate or unacceptable bid into appropriate or acceptable one, unless otherwise is implied by the nature of the public procurement procedure.
- 8.3. The Purchaser may, with the consent of the Bidder, make the correction of calculation errors identified during the consideration of the bid, upon the completed procedure of the opening of bids.
- 8.4. In case there is a difference between total and unit price, the unit price is applicable.
- 8.5. If the Bidder fails to agree with the correction of calculation errors, such a bid shall be assessed as unacceptable.

9. Unusually low price

- 9.1. The purchaser may reject the bid due to unusually low offered price, in accordance with article 92, paragraph 1 of the Law on Public Procurement.
- 9.2. If the purchaser assesses that a bid contains unusually low price, he is obliged to request from the bidder the detailed explanation of all its parts that he considers applicable pursuant to article 92, paragraph 3 of the Law on Public Procurement.
- 9.3. For the answer from item 9.2, the purchaser shall give the bidder the deadline of 5 days upon the receipt of request, for submission of explanation.
- 9.4. The purchaser is obliged to check the applicable elements of the bid after receiving the explanation from the preceding item.

10. Criteria for contract award

- 10.1. Criterion for contract award is the lowest offered price.
Alternate criterion (if 2 or more bidders submit the bids with identical offered price):
 - I. If all the bids contain identical offered price, when awarding the contract, the bid with longer validity period shall have advantage (bid option).

11. Reasons for the rejection of bid

- 11.1. A bid shall be rejected:
 - (1) if it contains significant deficiencies
 - (2) if it is not appropriate
 - (3) if it limits the rights of purchaser
 - (4) if it conditions the rights of purchaser
 - (5) if it limits the obligations of bidder
- 11.2. The Purchaser can make the decision on the contract award to the Bidder whose bid contains the offered price higher than the estimated value of public procurement if this price is not higher than a comparable market price and if the offered prices in all appropriate bids are higher than the estimated value of public procurement.
- 11.3. Significant deficiencies of a bid are the following:
 - (6) If the bidder does not prove that he complies with the mandatory requirements for participation in the procedure
 - (7) if the Bidder does not prove that he fulfills additional requirements (in case when the additional requirements are prescribed by Tender Documents)
 - (8) if the bidder does not submit the required Security
 - (9) if the offered validity period of the bid is shorter than the prescribed one
 - (10) if the bid contains other deficiencies due to which it is not possible to determine the real contents of the bid and it is not possible to compare it with other bids
- 11.4. The timely bid is the one accepted by the Purchaser within the deadline defined in the invitation for the submission of bids.
- 11.5. The appropriate bid is the one which is timely and for which it is determined to fulfill all technical specifications.
- 11.6. The acceptable bid is the one which is timely, not rejected by the Purchaser due to significant deficiencies, which is appropriate, which does not limit or condition the rights of the Purchaser and which does not exceed the amount of the estimated value of public procurement.

12. Insight in documentation

- 12.1. The Bidder is entitled to have an insight in the documentation about the conducted public procurement procedure after the decision on the contract award or the decision on the suspension of the procedure is made, regarding which he can submit the written request to the Purchaser.
- 12.2. The Purchaser is obliged to allow the person from the preceding Paragraph to have insight in the documentation and to make the copies of the documentation from the procedure, at the expense

of the request submitter, within two days from the day of reception of the written request, with the obligation to protect the data pursuant to Article 14 of the Law on Public Procurement.

13. Request for the protection of rights

- 13.1. The request for the protection of rights is submitted to the Republic Commission for the protection of rights in the public procurement procedures (hereinafter: The Republic Commission), and handed over to the Purchaser.
- 13.2. The request for the protection of rights can be submitted at any moment of the public procurement procedure, against any act of the Purchaser, unless otherwise defined by the Law on Public Procurement.
- 13.3. The request for protection of rights which contests the type of procedure, contents of the invitation for the submission of bids or Tender Documents, shall be considered timely if it is received by the Purchaser at least 7 (seven) days prior to the expiry of the deadline for the submission of bids, regardless of the method of submission. In the aforementioned case of submission of the request for the protection of rights, the deadline for the submission of bids shall be halted.
- 13.4. After making the decision on contract award and the decision on suspension of the procedure, the deadline for the submission of the request for the protection of rights is 10 (ten) days upon the reception of the decision.
- 13.5. The submitter shall deliver a copy of the request for the protection of rights to the Republic Commission simultaneously.
- 13.6. The request for protection of rights cannot contest any acts of the Purchaser in the public procurement procedure if the request submitter was familiar with or could have been familiar with the reasons for its submission before the expiry of the deadline for the submission of the request from Article 149, Paragraph 3 of the Law on Public Procurement and the request submitter did not submit it before the expiry of that deadline.
- 13.7. If the request for protection of rights is submitted again in the same public procurement procedure by the same submitter, that request cannot contest the acts of the Purchaser which the submitter was familiar with or could have been familiar with when submitting the previous request.
- 13.8. The Purchaser shall inform all the participants in the public procurement procedure about the submitted request for the protection of rights, i.e. publish the information about the submitted request for the protection of rights on the Public Procurement Portal, at least two days upon the reception of the request for the protection of rights.
- 13.9. The request for protection of rights holds further activities of the Purchaser in the public procurement procedure until the decision on the submitted request for the protection of rights is made, unless otherwise decided by the Republic Commission on the suggestion of the Purchaser.
- 13.10. If the request for protection of rights is submitted after the conclusion of contract pursuant to Article 112, Paragraph 2 of the Law on Public Procurement, the Purchaser cannot realize the contract on public procurement until the decision on the submitted request for the protection of rights is made, unless otherwise decided by the Republic Commission on the suggestion of the Purchaser.
- 13.11. The provisions of Article 151 of the Law on Public Procurement define the contents of the request for the protection of rights.
- 13.12. If the submitted request for the protection of rights does not contain all the data from Article 151, Paragraph 1 of the Law on Public Procurement, the Purchaser shall, without delay, invite the submitter of the request to supplement the request.
- 13.13. If the submitter of the request does not act according to the deadline from Article 151, Paragraph 2 of the Law on Public Procurement, i.e. if he does not supplement the request in accordance with the invitation for supplement, the Purchaser shall reject such request by conclusion.

- 13.14. Within three days from the reception of the Conclusion of the Purchaser from Article 151, Paragraph 3 of the Law on Public Procurement, the submitter can file a complaint on the Conclusion to the Republic Commission, while at the same time he submits the copy of the complaint to the Purchaser.
- 13.15. Pursuant to the provisions of Article 156 of the Law on Public Procurement, the submitter of the request for the protection of rights is obliged to make the payment of a tax in favour of the Account of the budget of the Republic of Serbia no. 840-30678845-06 in the amount of:
- 80.000 dinars the request for the protection of rights is submitted prior to the opening of bids or if the estimated value of public procurement, i.e. offered price of the bidder who is awarded the contract do not exceed 80.000.000 dinars;
 - 0.1 % of the estimated value of public procurement, i.e. offered price of the bidder who is awarded the contract, if that value does not exceed 80.000.000 dinars.
- Payment code: 153 or 253; reference number: VNU-159/15; purpose: Tax for Request for the Protection of Rights, PUC GSP "Beograd", with the note of procurement no. VNU-159/15; User: Budget of the Republic of Serbia

Insight in more detailed information about the submission of the request for the protection of rights, the bidders can have on the website of the Republic Commission for the protection of rights in the public procurement procedures - www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html.

14. Advantage for domestic bidder

- 14.1. In case of application of criterion the lowest offered price, in a situation when there are bids from domestic and foreign bidder who provides the service, the purchaser shall select the bid of domestic bidder, provided that his offered price is not higher than 5% when compared to the lowest offered price of foreign bidder, pursuant to Article 86, paragraph 3. of the Law on Public Procurement.
- 14.2. Customs duties shall be calculated in the offered price of foreign bidder.
- 14.3. Domestic bidder is a legal entity, resident in a sense of the law which regulates the income tax of legal entities, as well as natural person, resident in a sense of law which regulates personal income tax for citizens.

15. Confidentiality of the bid

- 15.1. The bidder shall not mark the following data as confidential:
- Prices from the bid, bid option, delivery deadline, conditions and methods of payment and the warranty period
 - Manufacturer of the installed goods, catalogue numbers of manufacturer and the country of origin
 - Evidence on the fulfillment of requirements from Articles 75 and 76 of the Law on Public Procurement
- 15.2. The data considered confidential shall be shaded and marked with "confidential". If the entire document (entire sheet) is confidential, the heading of the document shall contain label "confidential" and shall be verified with the stamp.
- 15.3. The data which Bidder marks as confidential imply confidentiality in relation to other participants in the tender and cannot indicate confidentiality in relation to the Purchaser.
- 15.4. The purchaser is obliged to keep confidential all the data about the bidders contained in the bid, which are marked as such by the bidder, in accordance with the law.
- 15.5. The purchaser is obliged to refuse to provide the information which would mean the breach of confidentiality of the data contained in the bid.
- 15.6. The purchaser is obliged to keep as trade secret the names of stakeholders, bidders and applicants, as well as the data about the submitted bids or applications until the date of the opening of bid or applications.

- 15.7. The data about fulfillment of the mandatory requirements, the price and other data contained in the bid significant for application of the elements of criteria and bid ranking shall not be considered confidential.
- 15.8. In the tender documents, the Purchaser may require the protection of confidentiality of the data made available to the bidders, including their subcontractors.
- 15.9. The purchaser can condition the taking over of the Tender Documents with signing of non-disclosure statement or agreement if these data represent trade secret in a sense of the law that regulates the protection of trade secret or if these data are confidential in a sense of law which regulates the confidentiality of data.
- 15.10. A person that received the data determined as confidential is obliged to keep and protect them, regardless of the degree of confidentiality.
16. Filling in of the forms
- 16.1. The forms given in the tender documents shall be filled in, signed and verified by a person authorized by the Bidder or and authorised representative of the bidder in case of joint bid.
- 16.2. Filling in of the forms and the Model of contract is not allowed with pencil, fountain pen or felt pen. If the bidder makes a mistake when filling the forms given in the tender documents, each correction (made by correction fluid or by bolding letters or numbers) shall be verified and initialed by the bidder's authorized person.
- 16.3. If the bidder acts as a Group of bidders (joint bid), filling in, signing and verifying of the forms in tender document shall be done in accordance with the agreement by which the bidders from the Group mutually and towards the purchaser bind themselves to execute the subject of public procurement and which is the integral part of the joint bid (except for the forms 5 and 7, which shall be signed by each member of the Group – make as many copies as there are bidders in the joint bid).
- 16.4. If the bidder acts together with subcontractor, filling in, signing and verifying of the forms in the tender documents is done by the bidder.
17. Attendance at the public opening of bids
- 17.1. Opening of bids is public.
- 17.2. Prior to the start of the opening of bids, the bidder's representative who shall attend and actively participate in the procedure of opening of bids is obliged to submit the written power of attorney/authorization to the Public Procurement Commission.
- 17.3. Power of attorney/authorization, by which the present representative proves that he is authorized to actively participate in the procedure of public opening of bids (to have insight into the bids, give objections to the opening procedure, verify the submitted bids, sign and take over the Minutes upon the completed opening procedure, etc.) shall be stamped and signed by the bidder's authorized person.
- 17.4. If the bidder's representative does not submit the above-mentioned power of attorney/authorization, he shall be treated as general public and shall not be allowed to actively participate in the opening procedure.
- 17.5. If the opening of bids is attended by the bidder's legal agent, he shall identify himself by an extract from the Business Registers Agency and a personal document (ID card, passport, driver's license). If the bidder does not submit the extract from the Business Registers Agency, the Commission shall check the data on the website of the Business Registers Agency, before the opening of bids starts.
18. Deadline for the conclusion of contract
- 18.1. The public procurement contract shall be signed by and between the purchaser and the awarded bidder within eight days from the day of expiration of deadline for submission of the request for the protection of rights.

- 18.2. The bidder is obliged to deliver the signed contract to the purchaser within maximum five days from the day he received the contract for signing, except in case of reasonable causes or objective circumstances, when the deadline can be extended and about which the bidder is obliged to inform the purchaser.
- 18.3. The purchaser can conclude the public procurement contract even before the deadline for submission of the request for the protection of rights expires:
- on the basis of a framework agreement
 - in case of implementation of the negotiating procedure from Article 36, paragraph 1, item 3) of the Law on Public Procurement
 - in case of implementation of dynamis procurement
 - in case of low value public procurement procedure from Article 39, paragraph 6 of the Law on Public Procurement
 - if only one bid was submitted, except in the negotiating procedure without publishing the invitation for the submission of bids
- 18.4. If there are requests for the protection of rights, the purchaser cannot execute the public procurement contract until the decision regarding the submitted request for the protection of rights is made, except in case when the Republic Commission decides differently, upon the purchaser's suggestion.
- 18.5. If the purchaser fails to deliver the signed contract to the bidder within the deadline stipulated in paragraph 18.2., the bidder shall not be obliged to sign the contract, which shall not be treated as the cancellation of bid and he shall not bear any consequences derived from this, except if the timely request for the protection of rights has been submitted.
- 18.6. If the bidder fails to deliver the signed contract within the deadline not longer than five days from the day he received the contract for signing, except in case of circumstances from item 18.2., it shall be considered that he gives up from the contract signing and the purchaser shall activate the submitted bid bond and deliver the proof for negative reference to the Public Procurement Office.
19. Currency and the method of stipulating and expressing the price in the bid and the method of amending the contracted value
- 19.1. The values in the public procurement procedure are expressed in dinars (RSD) or in euros (EUR).
- 19.2. The bidder is obliged to stipulate in the bid form the total price dinars (RSD) or in euros (EUR), VAT excluded, which includes all dependent expenses related to the procurement execution.
- 19.3. If the offered price includes the import duty and other duties, the bidder is obliged to express that part separately in dinars or in euros.
- 19.4. If the above-mentioned circumstances occur in the market during the contracted period, the contractor is entitled to submit the request for the amendment of price on one of the mentioned basis.
- If the change of price of railway transport occurs after the conclusion of contract, the awarded Bidder can require the amendment of the contracted price for the lots of delivery that have not been realized yet, in the percentage of change of price in railway transport, provided that he submits the evidence on the change of transport price (evidence: the official price-list) to which the Purchaser shall give consent. In case the Purchaser agrees with the amendment of price, the Annex to the Contract, which refers to the amendment of price, shall be signed, in accordance with Article 8 of the Model of Contract.
20. Respecting of obligations derived from the applicable regulations on the protection at work, employment and the working conditions and environmental protection and the rights of third person's intellectual property
- 20.1. When making the bid, the bidder is obliged to comply with the responsibilities derived from the valid regulations related to the protection at work, employment and the working conditions and environmental protection.

- 20.2. The bidder alone is responsible for covering the cost of the usage of patent, and he also bears responsibility for violation of protected intellectual property rights of third persons.
21. Negative references
- 21.1. Pursuant to Article 82. of the Law on Public Procurement (Official Gazette of the Republic of Serbia 124/12, 14/15), the purchaser shall reject the bid if he possesses the evidence that in the preceding three years, in the public procurement procedure the bidder:
- 1) has acted contrary to the prohibition from Article 23. and 25. of the Law on Public Procurement
 - 2) has committed the violation of competition;
 - 3) has submitted untrue data in his bid or failed to conclude the public procurement contract without reasonable causes, after being awarded;
 - 4) has rejected to submit the evidence and the securities to which he binded himself in his bid.
- 21.2. The purchaser shall reject the bid if he possesses the evidence confirming that the bidder has not been fulfilling his obligations according to previously concluded public procurement contracts related to the goods which are the subject of this procurement, for the period of preceding three years.
- The evidence from the preceding paragraph may be:
- 1) final court decision or final decision of another competent court;
 - 2) the document on realized security for execution of obligations in the public procurement procedure or fulfillment of contractual obligations;
 - 3) the document on charged contractual penalty;
 - 4) complaints of the customers, i.e. users, if they are not eliminated within a reasonable period;
 - 5) report from the competent authority regarding the executed works which are not in conformity with project, i.e. contract;
 - 6) statement about contract termination due to unfulfillment of significant elements of the contract, made in a way and under conditions foreseen by law which regulates contractual relations;
 - 7) evidence about engagement in execution of public procurement contract of persons who were not stipulated in the bid as subcontractors, i.e. members of the Group of Bidders;
- 21.3. Purchaser can reject a bid if he possesses the evidence stipulated in item 21.2. paragraph 2. 1) of this item (final court decision or final decision of another competent authority), which refers to the procedure conducted or concluded by another bidder, if the public procurement subject is of the same kind.
- 21.4. If a bidder is in the list of negative references, maintained by the Public Procurement Office, for a public procurement subject of the same kind as the subject of this public procurement, the purchaser shall reject that bid as unacceptable.
22. Changes of data about bidder, before the conclusion of contract
- 22.1. If after opening of bids there are changes in the business name of the bidder, his head office (street, number), legal form, change of Managing Director/ Director, i.e. person to sign the contract, the bidder shall inform the purchaser about that immediately, in writing, to the address 29 Knežinje Ljubice Street, 11000 Belgrade or by fax no. +381 11 366-4087.
23. Amendment of public procurement contract
- 23.1. Upon the conclusion of contract, the purchaser can allow the change of price or other significant elements of the contract only due to objective reasons which did not exist at the moment of contract concluding and which contracting parties could not influence willingly (e.g. extraordinary circumstances, changes of legal regulations related to the subject of contract, great oscillations of the prices in the market, etc.)
- 23.2. If the purchaser intends to amend the public procurement contract, he is obliged to make the decision on the contract amendment which contains the data in compliance with the Addendum 3L of the Law on Public Procurement.
- 23.3. Correction of calculation and other technical mistakes in the contract shall not be deemed as the contract amendment.

OBLIGATIONS OF THE AWARDED BIDDER

The awarded bidder shall be responsible to takeover the rolling stock to be transported, in Basel, at the BVB depot Dreispitz (Münchensteinerstrasse 103, CH-4052 Basel). Companies BLT and BVB shall coordinate the transport of trams owned by BLT to BVB depot Dreispitz. The BVB Depot Dreispitz disposes of a private railroad connection, which can be operated by SBB Cargo.

- All trams and tramcars shall be located in depot Dreispitz and, regarding this, the bidder is binding to perform all the works needed for their safe loading onto the train wagons.
- Pantographs and other outer parts as e.g. rearview mirror and billboards are removed and stored inside the trams. The awarded bidder is responsible for the loading and safeguarding of the rolling stock to be transported and makes the necessary staff available.
- Destination for unloading is the train station „Topcider“ in Belgrade, Serbia. The awarded bidder is fully responsible for loading and the transport of trams and tramcars from Basel to Belgrade and for unloading of trams and tramcars off the train wagons and on the tram tracks at the location Topcider.

The spare parts for trams and tramcars shall be transported in pallets which are prepared by BVB and BLT. The take over of the spare parts to be transported shall be in Basel – Basler Verkehrs-Betriebe, Hauptwerkstatt, Klybeckstr. 212, CH-4057 Basel, Lagerhalle for the spare parts donated by BVB and at the premises of BLT Baselland Transport AG, Grenzweg 1, CH-4104 Oberwil, for the spare parts donated by BLT. The spare parts shall be transported to Belgrade and unloaded in depot Sava, 2 Crvene Armije Boulevard, New Belgrade. The awarded bidder is obliged to organize the take over of all spare parts from BVB and BLT at the above-mentioned locations and to organize their transport by truck to Belgrade, to the location Depot “Sava”.

- The awarded bidder is responsible for completion of all necessary procedures regarding Customs formalities related to export and import of subject trams and all other necessary activities, which shall allow the unobstructed export of trams, tramcars and spare parts from Swiss Confederation, their transit through other countries, as well as their import into the Republic of Serbia. Regarding the import in Serbia, there is an agreement with the Serbian Government confirming the duty-free import.
- The Purchaser shall issue to the awarded bidder a general authorization to complete on Purchaser's behalf all necessary procedures regarding export and import. The awarded bidder is obliged to timely inform the Purchaser, in written form, about all conducted activities and, upon the completed procedure transfer to purchaser all the documents related to the procedure of export and import.

For the customs formalities, the trams, tramcars and spare parts need to have all the necessary customs documents, including the accompanying documents listed below:

- Material List in English;
- Confirmation that the delivery is effectuated as part of the Economic Development Cooperation (no commercial value)
- The awarded bidder is responsible for the acquisition of these documents and their completeness. The original documents are in German and it is in the responsibility of the forwarding agent to translate them in a way that they are suitable for an international transport.
- Transport of trams and tramcars shall be realized in four lots.
- The rolling stock foreseen to be donated to the Purchaser is still in use in Basel. In case a tram or tramcar would be considerably damaged or demolished before it is transported to Belgrade, the Purchaser reserves the right to reduce the number of rolling stock to be the subject of the concluded contract, without any liabilities.
- The transport and the delivery of spare parts by truck shall be effectuated in a single ride and the presumed period for the transport of the spare parts is by the end of 2015, most probably together with the first vehicle delivery.
- The awarded bidder is obliged to comply with the agreed transport schedule. In case there should be any unforeseen changes in the transport schedule, the contractor is obliged to coordinate alternative transport dates with BVB, BLT and SECO, to inform the Purchaser about that in writing and to comply with the adapted transport schedule.
- The awarded bidder is responsible for the loading, transport and the unloading of the trams, tramcars and spare parts, as well as for all other procedures necessary for realization of the procurement subject.
- The awarded bidder is responsible for the provision of all necessary technical resources (lifters, cranes and other mechanization), the necessary staff to load the trams and tramcars in Basel, as well as all other preconditions for successful loading, transport and unloading of vehicles.
- The awarded bidder is responsible for the handling of the customs formalities.

- The awarded bidder shall obtain the Purchaser's consent to start with activities related to the transport of lots of vehicles and spare parts only after he submits the evidence that he provided a comprehensive insurance (all risks), covering any possible damage caused by the contractor to BVB, BLT and GSP "Beograd" at the moment of loading, during transport or at the moment of unloading.
- The awarded bidder is obliged to obtain the Purchaser's written consent prior to the start of realization of each lot. Together with the request for consent, he submits the evidence that he provided a comprehensive insurance for that delivery of vehicles or spare parts.
- The awarded bidder shall obey all regulations of rail transport (e.g. grounding of trams or loading rules), in cooperation with the rail companies in Switzerland, Serbia and transit countries. =
- The awarded bidder shall bear all risks and consequences from the moment of handover of vehicles and tramcars at the depot in Basel until the final unloading of trams and tramcars in Belgrade at Topcider.
- The awarded bidder is obliged to provide the appropriate number of train wagons per each delivery for the transport of trams and tramcars from Basel to Belgrade. The train wagons to be used for the transport must be intended for the transport of this type of vehicles and must be functional regarding the dimensions and the weight of trams and tramcars.
- The Bidder is obliged to comply with the delivery deadlines.
- The awarded Bidder binds himself to transfer on the Purchaser all needed documents related to export, import, customs clearance, vehicles accompanying documents, etc., which is acquired from BVB and BLT.
- The awarded bidder is obliged to submit, within the deadline and in a way foreseen by the model of contract, as the security means for good performance – THE BANK GUARANTEE for good performance, unconditional and payable on the first demand, equal to 10 % of the total contracted value, without VAT and with the validity period 10 days longer than the date of delivery of the last lot, i.e. until 11/09/2016.

If the dealines for delivery are prolonged, the contractor is obliged to submit the extension of the existing bank guarantee or a new one, with the validity period 10 days longer than the foreseen new deadline for the execution of service.

The deadline for submission of new bank guarantee or extension of the existing one is 10 days prior to the expiry of validity period of the previous guarantee.

If the Supplier fails to act in accordance with paragraph 3 of this Article, the Purchaser shall activate the original guarantee 3 days prior to its expiry date.

Good performance means execution of all the services taken over according to the Contract by the awarded Contractor, in a way and within the deadlines as per the Contract.

The Purchaser is entitled to fully activate the bank guarantee for good performance in all situations when the Contractor fails to obey the contractual obligations in a way and within the deadline as per the Contract, regardless to the percentage of service non-execution.

The Purchaser shall not activate the security means for good performance in situations when the delay in execution of service is caused by the circumstances (force majeure) disabling the Contractor to perform the work within the contracted deadline or in case of other objective circumstances which occurred after the conclusion of the Contract (independently from the will of the Contractor) and which could not have been avoided, eliminated or foreseen by the Purchaser, about which the Contractor is obliged to submit the evidence.

In case the above-mentioned circumstances do not occur, the Purchaser is obliged to return the bank guarantee to the Contractor immediately.

All the costs related to the acquisition, extension and activation of the guarantee are covered by the Contractor.

** If the bidder is in the list of negative references, maintained by the Public Procurement Office, for the public procurement subject different from the subject of this procurement, the Purchaser shall require and the Bidder is obliged to submit the security means equal to 15% of the contracted value, without VAT.

VII FORM OF THE BID AND OTHER MANDATORY FORMS TO BE SUBMITTED BY THE BIDDER
ALONG WITH THE BID

Note: THE BID shall be submitted in the FORMS from 1 to 8 or in the forms of identical content

1) GENERAL INFORMATION ABOUT BIDDER/SUBCONTRACTOR/JOINT BID – Form 1

Form about general information about Bidder/subcontractor/Joint Bid signed and verified by the Bidder or authorized representative of the Bidder in case of joint bid – Form 1.

In case when the Bidder plans to delegate the procurement partially to subcontractor, it is necessary to describe all information in Form 1 (business name or short name from adequate data base, head office address, ID number, tax ID number, contact person, phone, fax, part of procurement delegated to subcontractor and information about percentage of procurement total value delegated). Make copies of Form 1 in the same number as the number of subcontractors and enter the data for all subcontractors.

In case of a Joint bid (the Group of bidders) it is necessary to make copies of Form 1 in the same number as the number of Bidders in the Joint Offer and in defined form (Form 1 – Basic information about Bidder), in section information about Bidder fill all information about each Bidder.

In case of a Joint bid, (Joint Venture) with Form 1 also submit the agreement by which the Bidders from the Group bind themselves on mutual commitment and the commitment towards the Purchaser to execute public procurement, and which shall mandatorily contain:

- 1) a member of the group who shall the leader of business, i.e. who shall submit the bid represent the Group of Bidders in front of the Purchaser;
- 2) a Bidder who shall sign the contract on the behalf of the Joint Bidder;
- 3) Bidder who shall submit the means of security on the behalf of the Group of Bidders;
- 4) Bidder who shall issue the invoice;
- 5) Account number to which the payment shall be made;
- 6) Obligations of each of the bidders from the Group of Bidders for execution of the contract.

2) BID FORM – Form 2

The bid form shall be filled in, signed and verified by the bidder (each page of the bid form) – Form 2.

In the bid form, the bidder enters the required data.

All pages of the bid form shall be filled in, signed and verified by the bidder or the authorized representative of the bidder in case of Joint bid.

) Prices in the bid

All the prices shall be stipulated in Serbian dinars or euros, with calculated dependent costs of procurement in the parity of Railway station Topcider for trams and tramcars and in the parity of GSP stock for spare parts.

Bids that are expressed in EUR shall be calculated in accordance with the official medium currency rate of the National Bank of Serbia – on the day of bid opening, so that they can be compared with other bids.

In case the Bidder states discounts and/or special benefits in his bid, these discounts/special benefits shall not influence the selection of the most favourable bid, if they are not calculated in the bid (offered price).

b) Method and deadlines of payment

Deadline of deferred payment that the bidder is ready to accept is 45 days after submitting the correct invoice to the Purchaser.

Along with the invoice, the Bidders shall submit the evidence that the service is provided.

The evidence from the preceding paragraph is the Minutes on the executed service signed by authorized representatives of both parties.

Every offered deadline longer than 45 days, shall be considered as the deadline of 45 days.

The Purchaser shall not issue any financial guarantees for the payment.

The purchaser does not accept any additional conditioning by the bidder regarding conditions, deadline and the method of payment.

c) Execution deadlines

The Contractor shall realize the transport of trams and tramcars in four lots.

- The first delivery shall presumably be effectuated in November 2015, when 13 trams should be transported;

- The second delivery shall presumably be effectuated in December 2015, when 12 trams should be transported;
- The third delivery shall presumably be effectuated in February 2016, when 4 trams and 6 tramcars should be transported and
- The fourth delivery shall presumably be effectuated in August 2016, when 4 tramcars should be transported.
- The transport of spare parts shall presumably be effectuated by the end of 2015.

Note: All the stipulated dates are approximate. At the moment, the purchaser cannot specify the accurate dates and the number of vehicles per each delivery, since the accurate dates and the exact number of vehicles depend on the delivery of new trams to BVB and BLT and the exact date and the accurate number of vehicles to be transported shall be known at least 2 months prior to each delivery. For this reason, the awarded bidder is obliged to keep in touch with BVB and BLT and acquire from them the information about the date, the place of loading and the exact number of vehicles to be transported per each lot, at least two months before each delivery.

The awarded bidder is obliged to inform the Purchaser in writing about the accurate date and the number of vehicles to be contained in each delivery.

d) Validity period of the bid (bid option)

The validity period of the bid cannot be shorter than 90 days starting from the day of public opening of the bids.

The bid which does not contain validity period of the bid (bid option), as well as the bid with the validity period of the bid shorter than the one stipulate in the preceding paragraph, shall be rejected as unacceptable.

3) PRICE STRUCTURE - Form 3

Together with the bid, the Bidder shall submit the Form of price structure (Form 3), pursuant to Article 11 of the Rulebook on obligatory elements for tender documents in public procurement procedures and methods of proving the fulfillment of requirement (Official Gazette of the Republic of Serbia 29/13).

In accordance with the elements stipulated by the Bidder in the Form 3, after the conclusion of the contract, he obtains the right to apply the provisions from Article 115, paragraph 1 of the Law on Public Procurement (if in the market the circumstances foreseen in the appropriate Article of the contract occur during the period of contract execution, the bidder is entitled to submit the request for alteration of the price according to one of the basis stipulated in the price structure form).

For each type of service it is necessary to enter the following:

- Type of service to which the price structure refers - column 1,
- Unit price without VAT - column 2,
- The amount for each of the expenses that makes up the stipulated unit price (the Bidder decides which elements he shall state and define – e.g. costs of delivery/transport, customs clearance, acquisition of necessary documents, work force, etc.). The sum of all stipulated expenses shall make up the unit price without VAT – column 3
- VAT rate (in percents) - column 4,
- Amount of VAT to the stipulated unit price - column 5,
- Amount of total price without VAT (unit price x quantity) - column 6,
- Amount of VAT to the total price - 7,
- Amount of total price with VAT - 8.

The bidder is allowed to make as many copies of Form 3 as needed.

Form for price structure is filled in, signed and verified by the Bidder or authorized representative in case of the Joint bid – Form 3.

Prices stipulated in Form 3 have to correspond to the prices stipulated in the Bid Form.

Note: bidders that submit their bids in euros, do not fill in the data about the amount of VAT in the price structure form.

4) FORM OF THE COSTS FOR THE PREPARATION OF BIDS – Form 4

The Bidder may submit with the bid the total amount of and the structure of costs for the preparation of bid.

The Bidder, or in case of the joint bid the authorized representative fills in, signs and verifies Form for preparing costs for the offer – Form 4, if the bidder submits the form of the costs.

The form shall contain the costs of acquisition of the security means.

In case when the Bidder does not submit Form 4 or not deliver in the required manner, the Purchaser is not obliged to compensate the costs for the bid preparation in case of cancellation of the public procurement procedure due to the reasons caused by the Purchaser.

5) FORM OF DECLARATION ON THE INDEPENDENT BID - Form 5

The Bidder signs and verifies with stamp, and in case of the Joint Bid all members of The Group sign and verify with stamp, the declaration statement confirming under perjury that the bid was submitted independently, without any agreements with other bidders or interested persons - Form 5.

In case of reasonable suspicion regarding the veracity of statement for independent offer, the Purchaser shall urgently inform organization in charge for protection of competition.

6) DECLARATION OF THE BIDDER ABOUT THE COMPLIANCE WITH THE OBLIGATIONS FROM THE VALID REGULATIONS ON THE PROTECTION AT WORK, EMPLOYMENT AND WORKING CONDITIONS, ENVIRONMENTAL PROTECTION AND THE DECLARATION BY WHICH THE BIDDER GUARANTEES THAT HE RESPECTS THE INTELECUAL PROPERTY RIGHTS OF THE THIRD PARTIES, I.E. THAT HE IS THE HOLDER OF INTELLECTUAL PROPERTY RIGHTS – Form 6

The form of the declaration on compliance with the obligations from the valid regulations on the protection at work, employment and working conditions, environmental protection and the declaration by which the bidder guarantees that he respects the intelectual property rights of the third parties, i.e. that he is the holder of intellectual property shall be signed and stamped by the bidder - Form 6

If the bid is submitted by the group of bidders, Declaration must be signed by the authorized person of each Bidder from the Group of bidders and stamped (each of the bidders shall submit a separate statement).

If the Bidder fails to submit Form 6 in his bid or fails to submit it in the manner required bid will be rejected as unacceptable.

7) MODEL OF CONTRACT - Form 7

The Bidder, or in case of the joint bid the authorized representative, shall fill in the header of the model of contract (Item 1 of the model of contract), signed and certified by same. He can also fill in the essential elements of the contract - the prices, the method and deadline of payment, other contractual obligations.

If the same are not filled in, and are filled in the Bid Form, the data from the Bid shall be applicable.

THE BID OFFER THAT DOES NOT CONTAIN ALL FORMS, APART FROM FORM OF THE COSTS FOR THE PREPARATION OF BID (4), OR FORMS THAT ARE IDENTICAL TO THE STIPULATED FORMS, EVIDENCE AND REQUESTS DEFINED BY TENDER DOCUMENTS SHALL BE REJECTED AS UNACCEPTABLE. THE PURCHASER SHALL NOT REFUSE AN OFFER IN SITUATION WHEN HE CAN DETERMINE FULFILLNESS OF THE REQUIRED CONDITION FROM THE BID (e.g. if certain data exist in one of the forms, and do not exist in another form).

VIII TENDER FORMS

GENERAL DATA ON THE BIDDER/SUBCONTRACTOR/JOINT BID		FORM 1	
DATA ON THE BIDDER			
Name of the Bidder			
Name and the head office of the Bidder (Street, number, place)			
Municipality			
Managing Director/Director			
A person to sign the Contract			
Contact person			
Telephone number			
Fax number			
e-mail			
Current account of the company and the name of the Purchaser's Business Bank			
Company registration number			
Tax identification number of the Purchaser			
Type of Purchaser (legal form of the company – Limited Liability Company, Joint Stock Company, Public Company, Partnership Company, Limited Liability Partnership...)			
Organizational part (optional) Relates to the existence of branches (is it Organizational Unit, depot, Units...), if these do not exist in the company, nothing should be entered.			
The bidder is registered in the Register of Bidders maintained by Business Registers Agency (CIRCLE YES OR NO)		YES	NO
JOINT BID: In case of submission of joint bid (Group of Bidders), it is necessary to circle "YES" (If there are more participants of joint bid, Form 1 shall be copied in as many copies as there are PARTICIPANTS IN THE JOINT BID and fill in the data on the bidder for each one of them)		YES	
DATA ON SUBCONTRACTOR			
Name and head office of the Subcontractor			
Contact person			
Telephone and fax			
e-mail			
Company registration number			
Tax identification number of the Company			
A part of PROCUREMENT to be entrusted to the Subcontractor			
Percentage of the total value of procurement to be entrusted to the Subcontractor			
Date:		Signature:	
The Purchaser's stamp			

BID FORM	FORM 2 page 1/2
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No. of position	Service description	Measuring Unit	Quantity	Unit price for transport of one tram, VAT excluded	Total value for the transport of 16 trams, VAT excluded
1	Transport of articulated trams of type DÜWAG Be 4/6	pieces	16		

No. of position	Service description	Measuring Unit	Quantity	Unit price for transport of one tram, VAT excluded	Total value for transport of 13 trams, VAT excluded
2	Transport of articulated trams of type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6	pieces	13		

No. of position	Service description	Measuring Unit	Quantity	Unit price for the transport of one tramcar, VAT excluded	Total value for the transport of 10 tramcars, VAT excluded
3	Transport of 10 tramcars B4	pieces	10		

STAMP PLACE

THE BIDDER

BID FORM	FORM 2 page 2/2
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No. of position	Description of service	Quantity	Total price for transport of spare parts, VAT excluded
4	Transport of spare parts	38 pallets, 4 pivoted bogies	

THE TOTAL BID VALUE, VAT EXCLUDED 1+2+3+4	
-------------------------------------------	--

<u>The bid option valid thru</u>	_____ days from the day of the opening of bids.
<u>Execution deadlines</u>	According to the dynamics defined by BVB and BLT

<u>Proposed conditions and method of payment</u>	_____ days from the day of delivery of correct invoice to the Purchaser on payment
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<u>Special conveniences</u>	
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STAMP PLACE

THE BIDDER

Verification of the members of Purchaser's Commission
1.
2.
3.
4.
5.
6.
7.

PRICE STRUCTURE	FORM 3
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PARTICIPATION OF ELEMENTS IN THE STRUCTURE OF OFFERED PRICE

Type of service (number of position)	Unit price	Stipulate all the elements that influence the forming of offered price				VAT rate	Amonut of Vat to the unit price	Total price without VAT	Amonut of Vat to the total price	Total price with VAT
		PRICE OF LOADING	PRICE OF UNLOADING	PRICE OF TRANSPORT	EXPORT – IMPORT CUSTOMS DUTIES					
1	2	3				4	5	6	7	8
Transport of articulated trams type DÜWAG Be 4/6										
Transport of articulated trams type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6										
Transport of 10 tramcars B4										
Transport of spare parts - 38 pallets and 4 pivoted bogies										

Note: Bidders that express te price in EUR are not obliged to fill in the columns which refer to VAT.

STAMP PLACE

THE BIDDER

FORM OF THE COSTS FOR THE PREPARATION OF BID	FORM 4
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FORM OF THE COSTS FOR THE PREPARATION OF BID

Cost of acquisition of the security means:

Ordinal number	Cost specification for the acquisition of the security means	Amount without VAT	Amount with VAT
Total amount (VAT excluded):			
Total amount (VAT included):			

Note: Pursuant to the provisions of Article 88 of the Law on Public Procurement, the Purcghaser may submit with thebid the total amount and the structure of expenses for the preparation of bid. The costs for the preparation of bid are covered exclusively by the Bidder and he shall not ask from the Purchaser to reimburse these costs. If the public procurement procedure is suspended due to the reasons caused by the Purchaser, the Purchaser shall compensate the Bidder for the expenses of production of sample or model, if they are produced in accordance with the technical specifications of the Purchaser and the costs of acquisition of the Security, provided that the Bidder submitted Form 4 along with his bid.

Bidders that express te price in EUR are not obliged to fill in the columns which refer to VAT.

STAMP PLACE

THE BIDDER

DECLARATION ON THE INDEPENDENT BID	FORM 5
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Declaration

I declare under perjury that I submitted the bid independently, without the agreement with other bidders or stakeholders.

STAMP PLACE

THE BIDDER

Note: In case of existence of reasonable doubt in the veracity of declaration on the independent bid, the Purchaser shall immediately inform the organization in charge of protection of competition. The Organization competent for the protection of competition can impose to the Bidder or a stakeholder the measure of prohibition to participate in the public procurement procedure if it is established that the Bidder or a stakeholder hurt the competition on the public procurement procedure in the sense of the Law which regulates the competition protection. The measure of prohibition on participation in the public procurement procedure can last for two years. Hurt of competition is a negative reference, in the sense of Article 82, Paragraph 1, Item 2 of the Law.

DECLARATION OF THE BIDDER ABOUT THE COMPLIANCE WITH THE OBLIGATIONS FROM THE VALID REGULATIONS ON THE PROTECTION AT WORK, EMPLOYMENT AND WORKING CONDITIONS, ENVIRONMENTAL PROTECTION AND THE DECLARATION BY WHICH THE BIDDER GUARANTEES THAT HE RESPECTS THE INTELECUAL PROPERTY RIGHTS OF THE THIRD PARTIES, I.E. THAT HE IS THE HOLDER OF INTELLECTUAL PROPERTY RIGHTS	FORM 6
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DECLARATION

We declare under perjury:

- That we complied with the obligations derived from the valid regulations on the protection at work, employment and working conditions, environmental protection when making the bid.
- That we complied with the intellectual property rights of the third parties.
- That we are the holders of intellectual property rights YES NO

(circle)

STAMP PLACE

THE BIDDER

Note: If the Bidder is submitted by the Group of Bidders, the Declaration shall be signed by the authorized person of each of the Bidders and verified by stamp (each of the Bidders submits separate declaration).

MODEL OF CONTRACT	FORM 7
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C O N T R A C T

Concluded by and between:

1. _____, (the name and the head office of the Contractor), _____ (name and surname of Managing Director/Director), (hereinafter: the Contractor), (the Contractor participates with Subcontractor _____ (the name and the head office of the Subcontractor) on one hand

..... (name of the Bidder from the Group of Bidders)
 (name of the Bidder from the Group of Bidders)
 (name of the Bidder from the Group of Bidders)

2. Public Utility Company City Public Transport Company "Beograd", Belgrade, 29 Kneginje Ljubice Street, represented by the Director of the Company Željko Milkovi, M.Sc.M.E. (hereinafter: the Purchaser), on the other hand.

THE CONTRACT SUBJECT: Procurement of service TRANSPORT OF 29 TRAMS, 10 TRAMCARS AND SPARE PARTS FROM SWISS DONATION, in all according to the Purchaser's requirement from Tender Documents No. VNU-159/15 from 25/06/2015 and the adopted bid of the Contractor filed with the Purchaser under number XIV-159/___ from ___/___/2015.

Article 1.

After conducted procedure for awarding of contract on public procurement, the contracting parties consensually establish the terms and conditions by which the Contractor undertakes to execute, and the Purchaser to pay the service which is the subject of this Contract, at the price stipulated in the adopted Bid of the Contractor filed with the Purchaser under number XIV-159/___ from ___/___/2015, in all according to the technical specification, which is a containing part of Tender Documents of the Purchaser no. VNU-159/15 from 25/06/2015. and to this Contract.

The bid from the preceding Paragraph of this Article, general data on the Bidder, price structure, Declaration of the Bidder about fulfillment of obligations from the valid regulations on the protection at work, employment and working conditions, environmental protection, respecting of intellectual property right of third parties, i.e. that the Bidder is the holder of intellectual property right, as well as the Technical Conditions from the Tender Documents and the detailed Plan of execution of the service of transport of trams and tramcars are containing part of this Contract.

Article 2

Transport of trams and tramcars shall be realized in four lots.

- The first delivery shall presumably be effectuated in November 2015, when 13 trams should be transported;
- The second delivery shall presumably be effectuated in December 2015, when 12 trams should be transported;
- The third delivery shall presumably be effectuated in February 2016, when 4 trams and 6 tramcars should be transported and
- The fourth delivery shall presumably be effectuated in August 2016, when 4 tramcars should be transported.
- The transport of spare parts shall presumably be effectuated by the end of 2015.

All the stipulated dates and the numbers of vehicles are approximate. At the moment, the Purchaser cannot specify the accurate dates and the number of vehicles per each lot, since the accurate dates and the exact number of vehicles depend on the delivery of new trams to BVB and BLT.

The contractor is obliged to inform the Purchaser in writing about the accurate date and the number of vehicles to be contained in each delivery.

Article 3.

The contractor is obliged to comply with the agreed transport schedule. In case there should be any unforeseen changes in the transport schedule, regarding the number of vehicles and the date of transport, the Contractor is obliged to coordinate alternative transport dates and the number of vehicles with BVB, BLT and SECO, to inform the Purchaser about that in writing and to comply with the adapted transport schedule.

Regarding the fact that the rolling stock which is the subject of this agreement is still in use in Basel, In case a tram or tramcar would be considerably damaged or demolished before it is transported to Belgrade, the Purchaser reserves the right to reduce the number of rolling stock to be the subject of the concluded contract, without any liabilities.

Article 4.

The Contractor is binding to execute the loading, transport and the unloading at the relation Basel (Depot Dreispitz – depot of business entity BVB) – Belgrade (Železnicka stanica Topcider), of the following rolling stock:

- 16 articulated trams of the type DÜWAG Be 4/6: tram length over coupling 20.9m, tram weight 23.3t (vehicle sequence number 624, 626, 629, 637, 639, 642, 644, 645, 646, 647, 650, 651, 652, 653, 655, 656 donation of the company Basler Verkehrs-Betriebe, hereinafter referred to as: BVB)
- 13 articulated trams of the type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6: tram length over coupling 19,4 , tram weight 24 . (vehicle sequence number 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 114, 115 donation of the company Baselland Transport AG, hereinafter referred to as: BLT), as well as the tram with the vehicle sequence number 110 provided by BLT, which is not serviceable.
- 10 tramcars of the type B4, tramcar length 13.75m, tramcar weight 10.2t (vehicle sequence number 1434, 1435, 1448, 1452, 1467, 1460, 1455, 1461, 1474, 1504 donation of BVB).

The Contractor binds himself to realize the loading, transport and unloading of the spare parts in a single ride, within the deadline determined by BVB and BLT.

Article 5.

The contractor is binding to take over the rolling stock to be transported, in Basel, at the BVB depot Dreispitz (Münchensteinerstrasse 103, CH-4052 Basel) and at that moment all the risks and responsibilities shall be transferred to the Contractor.

The Contractor is binding to remove the pantographs and other outer parts as e.g. rearview mirror and billboards and store them inside the trams. The contractor is responsible for the loading and safeguarding of the rolling stock to be transported and makes the necessary staff available.

The Contractor is responsible for loading and safeguard of the rolling stock to be transported and he provides the necessary staff.

The Contractor takes full responsibility for the loading, transport and unloading of trams, tramcars and spare parts from the place of loading to the place of unloading.

The spare parts for trams and tramcars shall be transported in pallets which are prepared by BVB and BLT. The takeover of the spare parts to be transported shall be in Basel – Basler Verkehrs-Betriebe, Hauptwerkstatt, Klybeckstr. 212, CH-4057 Basel, Lagerhalle for the spare parts donated by BVB (12 pallets) and at the premises of BLT Baselland Transport AG, Grenzweg 1, CH-4104 Oberwil, for the spare parts donated by BLT (26 pallets of spare parts and 4 pivoted bogies). The spare parts shall be transported to Belgrade and unloaded in depot "Sava", 2 Crvene Armije Boulevard, New Belgrade.

Article 6.

The Contractor is binding to complete all necessary procedures regarding customs clearance, i.e. regarding export and import of the subject trams, tramcars and spare parts, as well as all other necessary formalities that shall allow the unobstructed export of trams, tramcars and spare parts from Swiss Confederation, their transit through other countries, as well as their import into Serbia.

Since the import of the subject trams, tramcars and spare parts is duty-free on the basis of the agreement with the Serbian Government, the Purchaser is obliged to submit this agreement to the Contractor so that the contract can be realized.

The Purchaser shall issue to the Contractor a general authorization to complete on his behalf all necessary procedures regarding export and import of trams.

The Contractor is obliged to timely inform the Purchaser about all conducted activities in the above-mentioned sense and, upon the completed procedure, transfer on the Purchaser all the documents related to the procedure of export and import, as well as all the documents accompanying the vehicles, previously acquired by BVB and BLT.

The Contractor is responsible for all customs formalities regarding export, import and transit of the vehicles, tramcars and spare parts.

For the customs formalities, the Contractor is obliged to acquire all the necessary customs documents for the trams, tramcars and spare parts, including the accompanying documents listed below:

- Material List in English;
- Confirmation that the delivery is effectuated as part of the Economic Development Cooperation (no commercial value);

The Contractor is responsible for the procurement of these documents and their completeness.

The original documents are in German and it is in the responsibility of the Contractor to translate them in a way that they are suitable for an international transport.

Article 7.

Upon the executed service, the Contractor is obliged to make the Record on takeover of trams, tramcars and spare parts, where he shall enter the data about the executed service.

This Record shall be signed by authorized representatives of both contracting parties and submitted to the Purchaser along with the invoice for payment, as the evidence that the service has been executed in all according to the Contract.

Article 8.

The Contractor is obliged to provide a transport insurance against all risks from the place of loading to the place of unloading (Basel-Belgrade) and to submit the evidence for that to BVB, BLT and the Purchaser at least 5 days prior to the beginning of realization of each lot.

Article 9.

The Contractor is binding to execute the service which is the subject of this Contract within the contracted period according to the unit prices and the accepted bid of the Contractor filed with the Purchaser under no. XIV-159/___ from __/__/2015.

No. of position	Service description	Measuring Unit	Quantity	Unit price for transport of one tram, VAT excluded	Total value for transport of 16 trams, VAT excluded
1	Transport of articulated trams of type DÜWAG Be 4/6	pieces	16		

No. of position	Service description	Measuring Unit	Quantity	Unit price for transport of one tram, VAT excluded	Total value for transport of 14 trams, VAT excluded
2	Transport of articulated trams of type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6	pieces	13		

No. of position	Service description	Measuring Unit	Quantity	Unit price for transport of one tramcar, VAT excluded	Total value for transport of 10 tramcars, VAT excluded
3	Transport of 10 tramcars B4	pieces	10		

No. of position	Description of service	Quantity	Total price for transport of spare parts, VAT excluded
4	Transport of spare parts	38 pallets, 4 pivoted bogies	

The total value of the Contract (the sum of total offered price for the transport of articulated trams of type DÜWAG Be 4/6, transport of articulated trams of type Schindler Wagon Pratteln (SWP) Serie 100, Be 4/6, Transport of 10 tramcars B4 and the transport of spare parts), without VAT is _____ dinars/ EUR (in words: _____).

The contracted price is given at the parity x works depot Draispitz, Basel until the unloading at the station Topcider, in Belgrade and it includes all the costs of the execution of the subject service.

The Contractor shall bear all the costs and the risks related to the delivery of the goods to the destination.

Article 10.

Amendment of the contracted price is possible if the change of price of railway transport occurs after the conclusion of contract for the lots of delivery that have not been realized yet, in the percentage of change of price in railway transport, provided that the evidence on the change price of transport is submitted (evidence: the official price-list).

If the condition from the preceding paragraph is fulfilled, the contractor is entitled to submit the request for the amendment of price.

In case of decrease of railway transport price, the Contractor is obliged to submit his consent to the price amendment on the Purchaser's demand.

The Contractor can continue with the execution of service at new price only after the receipt of written consent of the Purchaser, allowing the execution of service at new prices of the Contractor, starting with the exactly stipulated date.

Both the Purchaser and the Contractor are obliged to submit the notice on the amendment of prices within the deadline of 10 days from the day of receipt of request.

Any amendments of the unit price from the accepted bid, in a sense of the preceding paragraphs of this Article, are possible only if all contracting parties agree and make the Annex to the Contract and shall be valid for the execution of the service after the conclusion of the Annex.

Article 11.

The Contractor is binding to submit to the Purchaser within 10 days from the day of the conclusion of the Contract the following: bank guarantee for good performance, unconditional and payable on first demand, equal to 10% of the total value of the bid, without VAT and with the validity period 10 days longer than the deadline for the delivery of the last lot, i.e. until 11/09/2016.

If the delivery deadlines are prolonged, the contractor is obliged to submit the extension of the bank guarantee or a new bank guarantee, with the expiry period 10 days longer than new deadline for service execution.

The deadline for the submission of new bank guarantee is 10 days prior to the expiration date of the previous guarantee.

If the Supplier fails to act in accordance with paragraph 3 of this Article, the Purchaser shall activate the original guarantee 3 days prior to its expiry date.

Good performance means execution of all the services taken over according to the Contract by the awarded Contractor, in a way and within the deadlines as per the Contract.

The Purchaser is entitled to fully activate the bank guarantee for good performance in all situations when the Contractor fails to obey the contractual obligations in a way and within the deadline as per the Contract, regardless to the percentage of service non-execution.

The Purchaser shall not activate the security means for good performance in situations when the delay in execution of service is caused by the circumstances (force majeure) disabling the Contractor to perform the work within the contracted deadline or in case of other objective circumstances which occurred after the conclusion of the Contract (independently from the will of the Contractor) and which could not have been avoided, eliminated or foreseen by the Purchaser, about which the Contractor is obliged to submit the evidence.

In case the above-mentioned circumstances do not occur, the Purchaser is obliged to return the bank guarantee to the Contractor immediately.

All the costs related to the acquisition, extension and activation of the guarantee are covered by the Contractor.

Article 12.

The Purchaser undertakes to make the payment in the following way:

- the total value of a single delivery/lot, with VAT included, within 45 days from the day of submission of correct invoice to the Purchaser for payment.

Together with the invoice, the Contractor shall submit the evidence that the service has been executed.

The evidence from the preceding paragraph is the Record on the executed service signed by the authorized representatives of both contracting parties, pursuant to Article 9 of this Contract.

Article 13.

In case the Contractor fails to execute the contracted service in a quality and professional way, in accordance with the legal regulations and standards applicable for this type of services, he is obliged to reimburse to the Purchaser a possible damage, in accordance with the Law on Contractual Relations.

Article 14.

This Contract enters into force on the day when it is signed by both Contracting Parties and upon the delivery of the Security from Article 11. of this Contract.

Article 15.

All the disputes from this Contract shall be primarily resolved consensually.

In case the dispute cannot be resolved in a way from the preceding Paragraph, it falls under jurisdiction of the Commercial Court in Belgrade.

Article 16.

Amendments to this Contract shall be valid only if they are made in written form, with mutual consent of contracting parties, regarding which the Annex to the Contract shall be made.

Article 17.

For all the points not included in this Contract the Law on Contractual Relations shall be applicable.

Article 18.

This Contract is drawn up in 7 (seven) identical counterparts, 2 (two) for the Contractor and 5 (five) for the Purchaser.

FOR THE CONTRACTOR

FOR THE PURCHASER

Željko Milković, M.Sc.M.E.

Note: This model of Contract represents the contents of the Contract to be concluded with the selected Bidder. If the bidder refuses to conclude the public procurement contract after being awarded, without justifiable reasons, the Purchaser shall submit to the Public Procurement Office the evidence of negative reference, i.e. the document on activated security means for the execution of obligations from the public procurement procedure.

IX MODEL OF CERTIFICATE OF THE PURCHASER

The name of the Purchaser: _____

Address: _____

Contact phone: _____

CERTIFICATE

We declare, under perjury, that the Bidder _____ (name of the Bidder) in the period _____ provided the service that is the subject of procurement; as well as that we did not have any unresolved complaints to the provided services related to its quality.

Date:	Full name, surname and function of the authorized person
The Purchaser's stamp	

NOTE:

The Purchaser issues the certificate on his memo.

The submitted certificate shall correspond to the presented example (model).

The certificate shall be signed by authorized persons with full name, surname and function.

The Bidder shall submit the copy of contract together with the bid.