



Акционарско друштво за железнички превоз робе „Србија Карго“, Београд  
„СРБИЈА КАРГО“ а.д.

**JOINT STOCK COMPANY FOR FREIGHT RAILWAY TRANSPORT “SRBIJA KARGO”, Beograd,  
Nemanjina 6**

No: 22/2017 - 2214  
Date: July 13, 2017

**BIDDING DOCUMENTATION  
IN ORAL PUBLIC BIDDING PROCEDURE**

**SALE OF ROLLING STOCK PUT OUT OF SERVICE - 84 TRACTION VEHICLES  
OF VARIOUS SERIES**

**July 2017**

Bidding documentation contains: 24 pages

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## GENERAL INFORMATION ON SALE OF ROLLING STOCK PUT OUT OF SERVICE

### Vendor's data:

Vendor: Joint Stock Company for Freight Railway Transport "Srbija Kargo", Beograd

Address: 6 Nemanjina St.

Web-site: [www.srbcargo.rs](http://www.srbcargo.rs)

### Objective of the procedure

Public bidding is carried out with a view to concluding the Sale Contract for rolling stock put out of service - 84 traction vehicles of various series.

### Subject of oral public bidding and scope of sale

Sale of rolling stock put out of service - 84 traction vehicles of various series – locomotives owned by "Srbija Kargo" a.d., as follows:

No	Traction vehicle series	Year of manufacturing/year of construction	Initial price of traction vehicle without VAT in RSD	Location
1	641-323	1987	3,500,000.00	Beograd
2	661-257	1972	5,500,000.00	Beograd
3	661-137	1960	5,500,000.00	Beograd
4	661-141	1960	5,000,000.00	Beograd
5	661-242	1972	5,000,000.00	Beograd
6	661-135	1960	4,000,000.00	Beograd
7	661-136	1960	5,500,000.00	Beograd
8	661-140	1960	5,500,000.00	Beograd
9	661-133	1960	5,500,000.00	Beograd
10	643-021	1967	4,800,000.00	Kikinda
11	643-022	1967	4,800,000.00	Kikinda
12	642-034	1966	3,000,000.00	Kikinda
13	732-002	1986	300,000.00	Kragujevac
14	661-126	1960	4,000,000.00	Kraljevo
15	642-156	1964	3,000,000.00	Kraljevo
16	661-156	1960	5,000,000.00	Kraljevo
17	661-150	1960	5,500,000.00	Kraljevo
18	661-127	1960	5,000,000.00	Kraljevo
19	661-151	1960	6,000,000.00	Kraljevo
20	661-264	1972	5,000,000.00	Kraljevo
21	661-233	1966	4,000,000.00	Kraljevo
22	661-129	1960	4,000,000.00	Kraljevo
23	641-307	1984	3,000,000.00	Lapovo
24	641-329	1988	3,000,000.00	Lapovo
25	641-207	1970	3,000,000.00	Lapovo
26	732-003	1986	1,800,000.00	Lapovo
27	641-143	1972	3,500,000.00	Makiš

28	641-313	1984	4,500,000.00	Niš-Crveni Krst
29	661-260	1972	6,000,000.00	Niš-Crveni Krst
30	661-131	1960	7,500,000.00	Niš-Crveni Krst
31	641-328	1988	3,500,000.00	Niš-Crveni Krst
32	661-110	1960	10,000,000.00	Niš-Crveni Krst
33	661-115	1960	8,500,000.00	Niš-Crveni Krst
34	661-259	1972	8,500,000.00	Niš-Crveni Krst
35	661-130	1960	5,500,000.00	Niš-Crveni Krst
36	661-201	1966	3,000,000.00	Niš-Crveni Krst
37	661-246	1972	7,500,000.00	Niš-Crveni Krst
38	664-006	1972	14,000,000.00	Niš-Crveni Krst
39	664-040	1972	11,000,000.00	Niš-Crveni Krst
40	641-311	1984	4,000,000.00	Niš-Crveni Krst
41	661-262	1972	7,500,000.00	Niš-Crveni Krst
42	645-032	1984	11,000,000.00	Niš-Crveni Krst
43	645-034	1984	4,500,000.00	Niš-Crveni Krst
44	661-160	1960	9,500,000.00	Niš-Crveni Krst
45	641-316	1986	4,800,000.00	Niš-Crveni Krst
46	661-113	1960	6,500,000.00	Niš-Crveni Krst
47	664-059	1980	16,000,000.00	Niš-Crveni Krst
48	645-031	1984	13,500,000.00	Niš-Crveni Krst
49	641-012	1961	4,500,000.00	Novi Sad
50	661-244	1972	8,500,000.00	Novi Sad
51	641-208	1970	4,500,000.00	Novi Sad
52	664-063	1980	5,000,000.00	Novi Sad
53	664-064	1980	8,500,000.00	Novi Sad
54	441-417	1969	5,500,000.00	Novi Sad
55	641-142	1972	4,500,000.00	Novi Sad
56	441-042	1970	7,000,000.00	Novi Sad
57	641-135	1972	3,500,000.00	Novi sad
58	641-331	1988	3,500,000.00	Novi Sad
59	661-251	1972	7,000,000.00	Novi Sad
60	664-061	1980	8,500,000.00	Novi Sad
61	LMD 04361976	1977	50,000.00	Požarevac
62	641-215	1970	4,500,000.00	Ruma
63	641-116	1971	3,500,000.00	Ruma
64	642-154	1964	4,000,000.00	Sombor
65	642-175	1966	3,200,000.00	Subotica
66	642-191	1969	3,000,000.00	Subotica
67	642-028	1963	3,500,000.00	Subotica
68	642-029	1963	4,000,000.00	Subotica
69	642-192	1969	3,500,000.00	Subotica
70	642-155	1964	3,500,000.00	Subotica

71	642-153	1964	3,000,000.00	Subotica
72	642-032	1962	3,500,000.00	Subotica
73	642-196	1969	3,500,000.00	Subotica
74	641-308	1984	3,000,000.00	Šinvoz-Zrenjanin
75	643-018	1967	3,000,000.00	Šinvoz-Zrenjanin
76	641-106	1970	3,500,000.00	Šinvoz-Zrenjanin
77	642-111	1962	3,000,000.00	Šinvoz-Zrenjanin
78	643-020	1967	4,800,000.00	Vršac
79	642-033	1963	4,500,000.00	Vršac
80	641-302	1984	4,500,000.00	Zaječar
81	641-303	1984	4,800,000.00	Zaječar
82	641-304	1984	4,800,000.00	Zaječar
83	641-144	1973	4,800,000.00	Zaječar
84	641-317	1986	3,000,000.00	Zrenjanin

The above indicated traction vehicles are sold as they are, without right of buyer to subsequent claim.

Initial price has been specified as the minimally acceptable price for public bidding.

**Public bidding will take place on August 3, 2017 in the main office of the vendor, Joint Stock Company for Freight Railway Transport “Srbija Kargo” a.d., in Belgrade, 6 Nemanjina Str., Big Hall, at 10.00 a.m. All applications need to be submitted in sealed envelopes.**

**Additional remarks regarding applying:**

- Deposit can be paid in Dinars or Euros.
- Letter of Intent of the business bank can be submitted in Euros.
- Domestic bidders submit their applications in Serbian language (cyrilic alphabet), and foreign bidders in English language.
- Foreign bidders submit the original of the excerpt from the register of the body in charge of registration of companies of the country of origin, which must be certified by an authorised court interpreter for that language.
- Photocopy of each of the documents must be certified.
- Each document in foreign language must be certified by an authorised court interpreter for that language.
- If the applications are submitted for procurement of more locomotives, it is possible to submit one Bid Guarantee in the amount of 10% of the price of each locomotive in cumulative amount.
- A separate bid needs to be submitted for each locomotive.
- The prices in bids need to be indicated without VAT.
- Regarding the buyers from the Republic of Serbia, VAT shall be calculated on the achieved price after the Public Bidding.
- Regarding the foreign buyers who export the bought rolling stock outside the territory of the Republic of Serbia, VAT shall not be calculated according to Article 24 paragraph 1 item 2 of the Law on VAT.

## **CONDITIONS FOR PARTICIPATION IN PUBLIC BIDDING**

All legal entities, entrepreneurs and all interested natural persons fulfilling the following conditions have the right to participate at the public bidding procedure:

- ✓ All legal persons and entrepreneurs who submit the evidence on registration with the relevant authority, i.e. evidence that they are entered into the corresponding register and who also submit the original or certified photocopy of the Excerpt from the Register of the Business Registers Agency.
- ✓ All natural persons who submit the certified photocopy of the (printed out) ID card, i.e. foreign natural persons who submit the photocopy of the travel document.
- ✓ All legal persons, entrepreneurs and all interested natural persons who submit the completed and certified Statement stating that, as prospective buyers, they accept the conditions from the published text of the announcement.
- ✓ All legal persons, entrepreneurs and all interested natural persons – resident, who make the payment, as a security, until August 2, 2017, until 10:00 a.m., of the deposit in dinars into the account of „Srbija Kargo“ a.d. with the Banka Poštanska štedionica a.d. Beograd No 200-2830960101033-94 with reference to the number 40436302 – 72.

All legal persons, entrepreneurs and all interested natural persons - non resident, who make the payment, as a security, until August 2, 2017, until 10:00 a.m., of the deposit in foreign currency into the account of „Srbija Kargo“ a.d. with the Banka Poštanska štedionica a.d. Beograd according to the following instructions:

SWIFT – : SBPORSBG  
IBAN/ Account Number: RS35200283096010100387  
CORRESPONDENT BANK : DEUTSCHE BANK AG, FRANKFURT AM MAIN  
SWIFT - BIC : DEUTDEFF

Banka Poštanska štedionica a.d. Beograd

indicating as the purpose “Uplata depozita za javno nadmetanje-prodaja voznog sredstva, serijski broj\_\_\_\_” (*translation: “Payment of the deposit for public bidding – sale of rolling stock, series No \_\_\_\_”*) (it is mandatory to indicate the vehicle’s number), or submit an irrevocable and unconditional bank guarantee payable at first demand in the amount of 10% of the public bidding initial price of traction vehicles for which they intend to participate at the public bidding. The deadline for payment of the deposit or submission of the bank guarantee is at the latest one (1) working day prior to the public bidding. If an irrevocable and unconditional bank guarantee is submitted as a security, the original thereof shall be submitted, together with the Application Form, for the purpose of checking, to the Committee, and also together with the copy of the bank guarantee, or the certified copy of the payment of deposit in dinars, at the latest one (1) working day prior to the public bidding. If the buyer who has submitted the bank guarantee as a security wins at the public tender, that buyer needs to make the payment of the deposit within 48

hours from the date of the public bidding, and before the signature of the Sale Contract, upon which the bank guarantee shall be returned to that buyer.

- ✓ All legal persons, entrepreneurs and all interested natural persons who submit the completed and certified Statement on the intentions of the business bank regarding issuing of the Performance Guarantee in the amount of 10% of the public bidding initial price for each rolling stock with the validity of one year from publishing of the announcement, confirming thus the compliance with the requirements of "Srbija Kargo" a.d. related to submission of financial security. If the buyer does not realize the Contract in its entirety in the agreed manner and within agreed deadlines, "Srbija Kargo" a.d. reserves the right to activate the Performance Guarantee without announcement.

Documentation in respect of public bidding can be taken over in the premises of vendor, "Srbija Kargo" a.d. - Department for Procurement and Central Warehousing, 6 Nemanjina St, Belgrade, Room No 476, from 9 a.m. to 3.00 p.m., or it can be downloaded from the website [www.srbcargo.rs](http://www.srbcargo.rs).

Applications for participation in public bidding shall be submitted in a closed envelope, with entire required documentation and with evidence on payment of deposit for each individual traction vehicle, and may be submitted not later than August 2, 2017, until 10.00 a.m., at the address of Joint Stock Company for Freight Railway Transport „Srbija Kargo“, Beograd, 6 Nemanjina St., Department for Procurement and Central Warehousing, clerk’s office – Room 119, ground floor, entrance IV, with an indication: „For public bidding for traction vehicle put out of service under No \_\_\_\_\_“ (*translation: za javno nadmetanje rashodovanog vucnog vozila pod rednim brojem \_\_\_\_\_*).

**Upon checking the submitted documentation, prospective buyers will be informed on their fulfillment of the requirements for the participation in public bidding not later than 4.00 p.m., August 2, 2017.**

Representatives of all interested persons shall furnish the authorization for the participation in public bidding.

Viewing traction vehicles that are subject of public bidding may be performed by all interested parties on the sites where the respective traction vehicles are located, in the period from July 17 to July 28, 2017, from 9.00 am to 3.00 p.m., with the presence of the authorized representative of "Srbija Kargo" a.d.

Prospective buyers shall orally compete in public, individually for each offered traction vehicle.

Each step of public bidding shall amount 3% of initial price for each individual subject of sale in public bidding procedure.

The right to conclude contract on purchase and sale shall be exercised by the participant of public bidding who offers the highest price for offered traction vehicle.

Sale contract for traction vehicle put out of service between the vendor "Srbija Kargo" a.d. and Buyer will be concluded within 10 days from the day of public bidding. The price achieved at public bidding will be paid by the Buyer in advance, within 10 days upon the

conclusion of the Contract, taking into consideration the amount of deposit paid for the participation in public bidding.

The participant of public bidding whereof bid is accepted, and who renounces from or declines to enter into contract or who does not pay the amount in the value of offered price of the contract within 10 days upon the conclusion of contract shall have no right to return of deposit.

In case of default in payment within the stipulated period, the Contract on sale shall be terminated, deposit withheld without the right of return and performance guarantee activated.

Upon the payment envisaged by the contract, the buyer shall take over traction vehicles at the site where they are located, in a manner stipulated by the contract.

All questions related to public bidding, interested persons may submit in a written form or to e-mail: [nabayke.kargo@srbrail.rs](mailto:nabayke.kargo@srbrail.rs) and they will receive the response in the same manner.

Contact service:

“Srbija Kargo” a.d. - Department for Procurement and Central Warehousing, 6 Nemanjina St, Belgrade, or e-mail: [nabayke.kargo@srbrail.rs](mailto:nabayke.kargo@srbrail.rs) on working days from 8.00 a.m. to 4.00 p.m.

The text of the announcement was published in "POLITIKA" daily newspaper on July 16, 2017, as well as at the website of "Srbija Kargo" a.d. - [www.srbcargo.rs](http://www.srbcargo.rs)



**APPLICATION FORM WITH INITIAL PRICES  
SALE OF ROLLING STOCK PUT OUT OF SERVICE – TRACTION VEHICLE  
NO: \_\_\_\_\_**

Application No \_\_\_\_\_ dated \_\_\_\_\_

**GENERAL DATA ON PROSPECTIVE BUYER:**

<i>Name of prospective Buyer:</i>	
<i>Legal entity sorted by size:</i> -micro -small -middle -large	
<i>Address of prospective Buyer:</i>	
<i>Identification No of prospective Buyer:</i>	
<i>Tax identification Number of prospective Buyer (TIN):</i>	
<i>Contact person:</i>	
<i>E-mail of prospective Buyer:</i>	
<i>Phone:</i>	
<i>Fax:</i>	
<i>Account No of prospective Buyer and name of the bank</i>	
<i>Person authorized for signing the Contract</i>	

**Commercial conditions referred to in application for purchase of rolling stock put out of service – traction vehicle No: \_\_\_\_\_**

<i>Initial price for traction vehicle No: _____ (insert number) without VAT:</i>	
<i>VAT:</i>	
<i>Initial price for traction vehicle No: _____ (insert number) with VAT:</i>	
<i>Application validity period:</i>	<b>Minimum 90 days</b>

Date

Bidder

l. s.

**Note:** In case of submitting applications for more traction vehicles, the form is to be photocopied.

**DRAFT CONTRACT  
CONCLUDED BETWEEN**

**JOINT STOCK COMPANY FOR FREIGHT RAILWAY TRANSPORT  
“SRBIJA KARGO”, BELGRADE, Nemanjina 6**

**(hereinafter referred to as the “Vendor”)**

**and**

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**(hereinafter referred to as the “Buyer”)**



For the purpose of participation at the Public Bidding procedure, the Buyer has paid the deposit in the amount of RSD \_\_\_\_\_ without VAT (in words: \_\_\_\_\_).

The Buyer has the obligation **to pay in advance** the remaining amount of RSD \_\_\_\_\_, with VAT (in words: \_\_\_\_\_), as the result of the reduction of the total value of the contract from paragraph 1 by the amount of the paid deposit from paragraph 3, into the Vendor's current account No 200-2830960101033-94 at the **Banka Postanska stedionica** Beograd, within 10 days from the date of the signature of the Contract.

### **For the Buyer from outside the territory of the Republic of Serbia**

The total value of this Contract amounts to RSD \_\_\_\_\_ (EUR \_\_\_\_\_), without VAT, according to Article 24, paragraph 1, item 2 of the Law on VAT (in words: \_\_\_\_\_).

For the purpose of participation at the Public Bidding procedure, the Buyer has paid the deposit in the amount of RSD \_\_\_\_\_ (EUR \_\_\_\_\_) (in words: \_\_\_\_\_).

The Buyer has the obligation **to pay in advance** the remaining amount of RSD \_\_\_\_\_ without VAT (EUR \_\_\_\_\_) (in words: \_\_\_\_\_), as the result of the reduction of the total value of the contract from paragraph 1 by the amount of the paid deposit from paragraph 2, 10 days after signing the contract, into the Vendor's current account in EUR with the **Banka Postanska stedionica** ad Belgrade according to the following instructions:

Banka Poštanska štedionica a.d. Beograd

SWIFT – : SBPORSBG  
IBAN/ Account Number: RS35200283096010100387  
CORRESPONDENT BANK : DEUTSCHE BANK AG, FRANKFURT AM MAIN  
SWIFT - BIC : DEUTDEFF

### **Terms and schedule of delivery**

#### **Article 4**

The delivery of the traction vehicle No \_\_\_\_\_ shall be performed according to the delivery terms EXW \_\_\_\_\_ (location from the specification).

The delivery of the traction vehicle No \_\_\_\_\_ shall be performed according to the mutually determined schedule and the deadline for handover shall be 90 days from the date of the payment of the advance payment from Article 3 of the Contract.

The handover shall be considered to be completed upon signature of the minutes on handover of the traction vehicle No \_\_\_\_\_ by the authorized representatives of the Buyer and Vendor.

Upon the completed handover of the traction vehicle No \_\_\_\_\_, all obligations of the Vendor shall cease, all in accordance with the contracted delivery terms (EXW \_\_\_\_\_ (location from the specification)).

### **Quality Article 5**

The Buyer buys the traction vehicle No \_\_\_\_\_ as it is and has no remarks regarding its quality.

### **Obligations of the Vendor Article 6**

The Vendor undertakes the following obligations:

For the Buyer from the territory of the Republic of Serbia

- to submit to the Buyer the proforma invoice for payment of the remaining amount after the Public Bidding with VAT included,
- to submit to the Buyer the written order for taking over of the traction vehicle No \_\_\_\_\_,
- to make possible to the Buyer to take over the traction vehicle No \_\_\_\_\_, within the deadline from Article 4.

For the Buyer from outside the territory of the Republic of Serbia

- to submit to the Buyer the pro-forma invoice in EUR for the payment of the amount remaining after the Public Bidding, without VAT, according to Article 24, paragraph 1, item 2 of the Law on VAT, since the vehicle will be exported across the borders of the Republic of Serbia,
- to submit to the Buyer the written order for taking over of the traction vehicle No \_\_\_\_\_,
- to make possible to the Buyer, within the period of time from Article 4, to take over the traction vehicle No \_\_\_\_\_,
- to issue the (customs) invoice and make possible to the Buyer to perform the export customs clearance and forward the traction vehicle outside the territory of the Republic of Serbia, immediately upon the information submitted by the Buyer that the traction vehicle No \_\_\_\_\_ is ready for transport and forwarding outside the territory of the Republic of Serbia,
- to propose, as the exporter, a forwarder to the Buyer who will perform the export customs clearance of the vehicle in the name and on behalf of the Buyer.

## **Obligations of the Buyer**

### **Article 7**

For the Buyer from the territory of the Republic of Serbia

The Buyer undertakes the following obligations:

- to make the advance payment within the period of time determined in Article 3 of the Contract,
- to submit the Performance Guarantee in the amount of 10% of the initial price of Public Bidding upon the signature of the Contract,
- to carry out take over of the traction vehicle No \_\_\_\_\_ on the basis of the previously received order issued by the Vendor, in presence of the authorized Vendor's representatives,
- to bear all costs and expenses regarding taking over of the traction vehicle No \_\_\_\_\_,
- to inform in writing the Vendor immediately after enabling the traction vehicle for physical forwarding, for the purpose of issuing the invoice.

For the Buyer from outside the territory of the Republic of Serbia

The Buyer undertakes the following obligations

- to make the advance payment within the period of time determined in Article 3,
- to submit the Performance Guarantee in the amount of 10% of the initial price of the Public Bidding upon signature of the contract,
- to perform the take over of the traction vehicle No \_\_\_\_\_ on the basis of the previously received order issued by the Vendor in presence of the authorized representatives of the Vendor,
- to bear all costs and expenses regarding taking over of the traction vehicle No \_\_\_\_\_,
- to inform the Vendor, immediately after enabling the traction vehicle No \_\_\_\_\_ for the physical forwarding, in order to issue the (customs) invoice necessary for the export customs clearance procedure,
- to engage the forwarder at the Vendor's proposal,
- to perform export customs clearance within maximum 10 days from the date of invoice issuing,
- to submit to the Vendor immediately after customs clearance the copy No 3 of JCI (Unified Customs Document) bearing the mark CUSTOMS DUTIES PAID (CLEARED) and verified, i.e. confirmed by the customs authorities that the traction vehicle has left the territory of the Republic of Serbia,
- if the Buyer has been late regarding export customs clearance or has given up export of the traction vehicle No \_\_\_\_\_, the Buyer must pay to the Vendor within 7 days the amount of VAT indicated in Article 2 of the Contract

## **Documents**

### **Article 8**

The Vendor shall submit the following documents to the Buyer:

- Invoice containing the name, quantity, unit price and total price, according to the contracted delivery terms,

- Delivery Note containing the first and last name and legible signatures of the authorized representatives, i.e. the minutes on handover of traction vehicles between the Buyer/Vendor with legible signatures of the authorized representatives.

The Buyer from outside the territory of the Republic of Serbia shall submit the following documents to the Vendor :

- a copy No 3 of JCI (Unified Customs Document) bearing the mark CUSTOMS DUTIES PAID (CLEARED) and verified, i.e. confirmed by the customs authorities that the traction vehicle has left the territory of the Republic of Serbia.

### **Contract Termination Article 9**

The Vendor and Buyer can terminate the Contract completely or partially on the basis of the written notification about the case of breach of obligations:

- if the Buyer does not pay the amount of \_\_\_\_\_ from Article 3 of the Contract in the Vendor's current account, within the period of time indicated in Article 3, the Vendor can terminate the Contract and reserves the right to keep the paid deposit,
- if the Vendor, upon payment of the amount of \_\_\_\_\_ from Article 3 of the Contract, prevents the Buyer from taking over the traction vehicle No \_\_\_\_\_ from Article 1 of the Contract, the Buyer has the right to terminate the Contract with the obligation of the Vendor to reimburse the amount of the advance payment,
- if the circumstances of *force majeure* last more than 30 days, and the contracting parties do not agree upon an extension of the validity of the Contract.

### **Performance Guarantee Article 10**

At the occasion of the signature of the Contract, regarding the performance guarantee, the Buyer shall submit the following:

Performance Guarantee in the amount of 10% of the initial price of the public bidding, with the validity of 1 (one) year from the date of publishing of the Announcement, i.e. until July 16, 2018. The issued Performance Guarantee must be irrevocable, unconditional, payable at first demand and without objections.

The submitted Performance Guarantee cannot contain additional conditions for payment, periods of time shorter than those determined by the Vendor, amount smaller than the one determined by the Vendor or reduced jurisdiction for solution of disputes.

### **Force Majeure Article 11**

The contracting parties shall be released partially or completely from non-performance of obligations according to this Contract, if the non-performance is the result of *force majeure*. The circumstances of *force majeure* shall be deemed to be the circumstances which occur after the conclusion of this Contract, as a result of extraordinary events independently from

the will of the contracting parties, such as: war, earthquake, flood, fire, epidemic, strike disturbing taking over of goods, acts of state authorities influencing the performance of obligations.

The contracting party affected by *force majeure* needs to notify immediately the other party in writing (telegram, fax, e-mail etc) about the occurrence of circumstances preventing the performance of contractual obligations.

The contracting party which does not notify in due time the other party, which is affected by those circumstances, about the occurrence of circumstances from paragraph 1 of this Article, cannot refer to them unless those circumstances themselves prevent from sending such notification.

During the period of existence of *force majeure*, the obligations from the Contract shall be idle and liquidated damages for non-performance of contractual obligations shall not be implemented.

Upon the occurrence of the circumstances from this Article the period of time for performance of contractual obligations shall be extended for the period of time which, regarding its duration, corresponds to the duration of the occurred circumstances and reasonable period of time for elimination of the consequences of those circumstances.

If the occurred circumstances from this Article last more than 1 (one) month, each of the contracting parties reserves the right to terminate the Contract.

### **Settlement of disputes** **Article 12**

The contracting parties shall strive to settle amicably any dispute that may occur in the implementation of this Contract.

In the opposite case, the jurisdiction of the Commercial Court (*Privredni sud*) at Belgrade, Republic of Serbia, is contracted.

### **Modifications and supplements of the Contract** **Article 13**

This Contract can be modified or supplemented, or terminated, in the same form, in the agreement of the contracting parties.

### **Other provisions** **Article 14**

The Contract is made in 6 (six) identical copies, 3 (three) of which for each of the contracting parties.

**On behalf of the BUYER:**

**On behalf of the VENDOR:**  
**Director General**

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**Miroljub Jevtić, Ph.D, B.Sc. Traffic Engineer**



**SPECIFICATION FOR:  
SALE OF ROLLING STOCK PUT OUT OF SERVICE- TRACTION VEHICLES**

<b>No</b>	<b>Traction vehicle series</b>	<b>Year of manufacturing/year of construction</b>	<b>Initial price of traction vehicle without VAT in RSD</b>	<b>Location</b>
1	641-323	1987	3,500,000.00	Beograd
2	661-257	1972	5,500,000.00	Beograd
3	661-137	1960	5,500,000.00	Beograd
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11	643-022	1967	4,800,000.00	Kikinda
12	642-034	1966	3,000,000.00	Kikinda
13	732-002	1986	300,000.00	Kragujevac
14	661-126	1960	4,000,000.00	Kraljevo
15	642-156	1964	3,000,000.00	Kraljevo
16	661-156	1960	5,000,000.00	Kraljevo
17	661-150	1960	5,500,000.00	Kraljevo
18	661-127	1960	5,000,000.00	Kraljevo
19	661-151	1960	6,000,000.00	Kraljevo
20	661-264	1972	5,000,000.00	Kraljevo
21	661-233	1966	4,000,000.00	Kraljevo
22	661-129	1960	4,000,000.00	Kraljevo
23	641-307	1984	3,000,000.00	Lapovo
24	641-329	1988	3,000,000.00	Lapovo
25	641-207	1970	3,000,000.00	Lapovo
26	732-003	1986	1,800,000.00	Lapovo
27	641-143	1972	3,500,000.00	Makiš
28	641-313	1984	4,500,000.00	Niš-Crveni Krst
29	661-260	1972	6,000,000.00	Niš-Crveni Krst
30	661-131	1960	7,500,000.00	Niš-Crveni Krst
31	641-328	1988	3,500,000.00	Niš-Crveni Krst
32	661-110	1960	10,000,000.00	Niš-Crveni Krst
33	661-115	1960	8,500,000.00	Niš-Crveni Krst
34	661-259	1972	8,500,000.00	Niš-Crveni Krst
35	661-130	1960	5,500,000.00	Niš-Crveni Krst

36	661-201	1966	3,000,000.00	Niš-Crveni Krst
37	661-246	1972	7,500,000.00	Niš-Crveni Krst
38	664-006	1972	14,000,000.00	Niš-Crveni Krst
39	664-040	1972	11,000,000.00	Niš-Crveni Krst
40	641-311	1984	4,000,000.00	Niš-Crveni Krst
41	661-262	1972	7,500,000.00	Niš-Crveni Krst
42	645-032	1984	11,000,000.00	Niš-Crveni Krst
43	645-034	1984	4,500,000.00	Niš-Crveni Krst
44	661-160	1960	9,500,000.00	Niš-Crveni Krst
45	641-316	1986	4,800,000.00	Niš-Crveni Krst
46	661-113	1960	6,500,000.00	Niš-Crveni Krst
47	664-059	1980	16,000,000.00	Niš-Crveni Krst
48	645-031	1984	13,500,000.00	Niš-Crveni Krst
49	641-012	1961	4,500,000.00	Novi Sad
50	661-244	1972	8,500,000.00	Novi Sad
51	641-208	1970	4,500,000.00	Novi Sad
52	664-063	1980	5,000,000.00	Novi Sad
53	664-064	1980	8,500,000.00	Novi Sad
54	441-417	1969	5,500,000.00	Novi Sad
55	641-142	1972	4,500,000.00	Novi Sad
56	441-042	1970	7,000,000.00	Novi Sad
57	641-135	1972	3,500,000.00	Novi sad
58	641-331	1988	3,500,000.00	Novi Sad
59	661-251	1972	7,000,000.00	Novi Sad
60	664-061	1980	8,500,000.00	Novi Sad
61	LMD 04361976	1977	50,000.00	Požarevac
62	641-215	1970	4,500,000.00	Ruma
63	641-116	1971	3,500,000.00	Ruma
64	642-154	1964	4,000,000.00	Sombor
65	642-175	1966	3,200,000.00	Subotica
66	642-191	1969	3,000,000.00	Subotica
67	642-028	1963	3,500,000.00	Subotica
68	642-029	1963	4,000,000.00	Subotica
69	642-192	1969	3,500,000.00	Subotica
70	642-155	1964	3,500,000.00	Subotica
71	642-153	1964	3,000,000.00	Subotica
72	642-032	1962	3,500,000.00	Subotica
73	642-196	1969	3,500,000.00	Subotica
74	641-308	1984	3,000,000.00	Šinvoz-Zrenjanin
75	643-018	1967	3,000,000.00	Šinvoz-Zrenjanin
76	641-106	1970	3,500,000.00	Šinvoz-Zrenjanin
77	642-111	1962	3,000,000.00	Šinvoz-Zrenjanin
78	643-020	1967	4,800,000.00	Vršac

79	642-033	1963	4,500,000.00	Vršac
80	641-302	1984	4,500,000.00	Zaječar
81	641-303	1984	4,800,000.00	Zaječar
82	641-304	1984	4,800,000.00	Zaječar
83	641-144	1973	4,800,000.00	Zaječar
84	641-317	1986	3,000,000.00	Zrenjanin

### CONTACT PERSONS

Igor Mihajlović	Šef Sekcije za VV Subotica	064/8106115	Subotica, Sombor
Nikola Pecikoza	Šef Sekcije za VV Novi Sad	064/8106118	Novi Sad
Milovan Ivanić	Šef Sekcije za VV Ruma	064/8452569	Ruma
Svetislav Karapandžin	Šef Sekcije za VV Zrenjanin	064/8106114	Zrenjanin-Šinvoz, Kikinda, Vršac
Milan Tešović	Šef Sekcije za VV Beograd	064/8106850	Beograd-Makiš, Požarevac
Stojan Stefanović	Šef Sekcije za VV Lapovo	064/8452783	Lapovo, Kragujevac
Goran Bošković	Šef Sekcije za VV Kraljevo	064/8106292	Kraljevo, D. Ratina
Mile Stanković	Šef Sekcije za VV Niš	064/8106094	Niš-Crveni Krst, MIN
Zoran Zdravković	Šef Sekcije za VV Zaječar	064/8452532	Zaječar

**STATEMENT FORM ON ACCEPTANCE OF CONDITIONS FROM THE TEXT OF  
THE ANNOUNCEMENT**

**SALE OF ROLLING STOCK PUT OUT OF SERVICE – 84 TRACTION VEHICLES  
OF VARIOUS SERIES IN ORAL PUBLIC BIDDING PROCEDURE**

Under full material and criminal liability, as prospective buyer in oral public bidding procedure I give the following

**S T A T E M E N T**

As a Prospective Buyer \_\_\_\_\_ in oral public bidding procedure – Sale of rolling stock put out of service – 84 traction vehicles of various series, **I accept** all conditions stipulated in the text of the published announcement.

Place: \_\_\_\_\_

Prospective Buyer:

Date: \_\_\_\_\_

l.s.

\_\_\_\_\_

**FINANCIAL SECURITIES  
DRAFT BID GUARANTEE**

(to be submitted one day prior to public bidding, at the letterhead of the Bank)

BID GUARANTEE FORM NO \_\_\_\_\_

Date:..

[Letterhead of the Guarantor or SWIFT identification code]

To: [name and information for contact of the Beneficiary]

Date: [insert the date of issuing the guarantee]

**Type of guarantee: Bid Guarantee on demand according to URDG 758**

- **Guarantee No.** (insert guarantee reference number)
- **Guarantor:** (insert name and address of the place of issuing)
- **Ordering party:** (insert name and address)
- **Beneficiary:** „Srbija Kargo“ a.d. Belgrade, 6 Nemanjina St.
- **Core activity:** We have been informed that .....  
(hereinafter referred to as: Ordering Party) responding to your invitation for the participation in public bidding No. .... dated ..... for the sale of rolling stock put out of service – 84 traction vehicles of various series, submitted to you the Application No. .... dated .....
- **Guarantee amount and currency:** (insert in figures and words maximum payable amount and currency)
- **Each document required to support demand for payment, independently of the statement confirming the justifiability of the demand, which is explicitly requested in the text below:**  
N/A
- **Language of each required document:** Serbian/English
- **Method of presentation:** paper- by courier
- **Place of presentation:** (Guarantor shall insert the address of the branch where the presentation is to be performed)
- **Expiry period:** (December 1, 2017)
- **Party responsible for payment of all charges:** Ordering party

As a Guarantor, we hereby irrevocably and unconditionally undertake to pay to the Beneficiary any sum or sums not exceeding in total the amount of guarantee, upon the first presentation of the Beneficiary's one or more harmonised demands specifying:

1. If prospective Buyer, prior to their selection:
  - Withdraws its application during its validity period specified by the prospective Buyer in application form, or
2. If prospective Buyer, upon receiving the notification from the vendor on acceptance of their application during the application validity period:
  - Fails or refuses to sign the Contract when required or
  - Fails or refuses to furnish guarantees referred to in the Contract in line with bidding documentation.

Any demand for payment under this guarantee must be received by us in the above place for presentation on or before that date.

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

For and on behalf of the Bank

.....  
(signature)

.....  
(signature)

.....  
(position)

.....  
(position)

**I.s.**

**DRAFT PERFORMANCE GUARANTEE**  
**(to be furnished along with the Contract, at the letterhead of the Bank)**

**PERFORMANCE GUARANTEE No. \_\_\_\_\_**

[Letterhead of the Guarantor or SWIFT identification code]

To: [name and information for contact of the Beneficiary]

Date: [insert the date of issuing the guarantee]

**Type of guarantee: Performance Guarantee**  
**according to URDG 758**

- **Guarantee No.** (insert guarantee reference number)
- **Guarantor:** (insert name and address of the place of issuing)
- **Ordering party:** (insert name and address)
- **Beneficiary:** „Srbija Kargo“ a.d. Belgrade, 6 Nemanjina St.  
**Core activity:** Ordering Party has concluded the Sale Contract with the Beneficiary on sale of rolling stock put out of service– 84 traction vehicles of various series, and pursuant to the contract conditions, Ordering party undertakes to furnish Performance Guarantee
- **Guarantee amount and currency:** (insert in figures and words maximum payable amount and currency)
- **Each document required to support demand for payment, independently of the statement confirming the justifiability of the demand, which is explicitly requested in the text below:**  
N/A
- **Language of each required document:** Serbian/English
- **Method of presentation:** paper- by courier
- **Place of presentation:** (Guarantor shall insert the address of the branch where the presentation is to be performed)
- **Expiry period:** (July 16, 2018)
- **Party responsible for payment of all charges:** Ordering party

As a Guarantor, we hereby irrevocably and unconditionally undertake to pay to the Beneficiary any sum or sums not exceeding in total the amount of guarantee, upon the first presentation of the Beneficiary's one or more harmonised demands specifying that the Ordering party is in breach of its obligations referred to in the Contract.

Any demand for payment under this guarantee must be received by us in the above place for presentation on or before that date.

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

For and on behalf of the Bank

.....  
(signature)

.....  
(position)

.....  
(signature)

.....  
(position)

**l.s.**

**LETTER OF INTENT OF BUSINESS BANK FOR ISSUING PERFORMANCE  
GUARANTEE AT THE MOMENT OF ENTERING INTO CONTRACT**

For the purpose of the sale of rolling stock put out of service – 84 traction vehicles of various series in oral public bidding procedure for the needs of „Srbija Kargo“ a.d., we are issuing:

**LETTER OF INTENT FOR ISSUING BANK GUARANTEE**

This is to confirm the readiness that in case of need of our client, prospective Buyer:

\_\_\_\_\_,  
from \_\_\_\_\_, at its request and upon its order, if the contract is awarded to them, on the basis of contract financial securities, we undertake to furnish unconditional, irrevocable, payable at first demand and without objection, on the basis of basic legal activity, performance guarantee in the amount of 10% of initial price for public bidding per each vehicle, with validity period of one year from publishing of the announcement, i.e. until July 16, 2018, for performance and possible payment of contractual penalty.

**In** \_\_\_\_\_

**For and on behalf of Business Bank**

**Date:** \_\_\_\_\_

**l.s.** \_\_\_\_\_

**Note:**

*Letter of intent may be issued at this form or at the form – letterhead of the Bank.*

**SUMMARY OF REQUESTED DOCUMENTATION:**

<i>Name of chapter</i>	<i>Submitted</i>
Excerpt from the Register of the Business Registers Agency - the evidence on registration with the relevant authority, i.e. photocopy of the ID card.	Yes - No
Application form with initial prices	Yes - No
Draft Contract	Yes - No
Statement form on acceptance of conditions in text of the announcement	Yes - No
Bid Guarantee or the photocopy of the evidence on deposit payment	Yes - No
Letter of intent of business bank for issuing Performance Guarantee	Yes - No