



FILE REFERENCE #20181002-00687

**SPECIAL CONDITIONS OF SECURITY DESIGN SERVICES
FOR MODERNIZATION AND UPGRADE OF THE
RAILWAY LINE M103 DUGO SELO – NOVSKA FOR
INECO**

1	PURPOSE.....	2
2	SCOPE	2
2.1	Preliminary Design.....	2
2.2	Main Design	2
2.3	location	3
3	REQUIRED RESOURCES	3
4	COMMERCIAL TERMS AND CONDITIONS.....	4
4.1	INVOICING CONSIDERATIONS	4
4.2	CLARIFICATION OF DOUBTS	4
4.3	PENALTIES	5
5	DURATION	6
6	MAXIMUM AMOUNT	6
7	TECHNICAL RELIABILITY	6
7.1	REFERENCES	6
8	ECONOMIC AND FINANCIAL SOLVENCY.....	7
9	EVALUATION CRITERIA	8
9.1	ASSEMENT CRITERIA.....	8
9.2	TECHNICAL ASSESSTMENT (51 points).....	8
9.3	ECONOMIC ASSESSMENT (49 points).....	8
10	CONTENT OF TENDERS	8
10.1	TECHNICAL TENDER	9
10.2	ADMINISTRATIVE DOCUMENTATION	9
10.3	ECONOMIC bid.....	9
11	SUBMISSION TENDERS	10

1 PURPOSE

This document's main objective is the definition of the requirements and particular conditions to hire a Croatian company to make the development of the Technical Security System for the Preliminary Design for the existing railway line for modernization and upgrade of the railway line M103 Dugo Selo – Novska.

2 SCOPE

The scope of these work include:

2.1 PRELIMINARY DESIGN

Of Technical Security System for MODERNIZATION AND upgrade of the railway line M103 Dugo Selo – Novska
The Preliminary Design will be a single document for the whole section whereas the main design will be divided in different sections according to the different section of the line in which it will be constructed.

This preliminary will consist in a threat assessment and safety study for modernization and upgrade of the railway line m103 Dugo Selo – Novska.

Technical Protection System consist of the following Subsystems:

- Video surveillance
- Access control system
- Intrusion system
- Requirements for a connection with a Central control system

This works will also make a record of the existing condition of the protected object and to make an analysis of the problem with an estimation of the extent to which the object is jeopardized, as well as to design a safety study. In order to facilitate this part of the work it must be noted that a previously analysis has been already been done in another project that have actuations in the same area, Preliminary design for reconstruction of the single track. So the work in this case would consist in update this assessment to include all the actuations that may have changed from that one (new shelters, some building modifications, etc.).

2.2 MAIN DESIGN

Of Technical Security System for modernization and upgrade of the railway line M103 Dugo Selo – Novska

Design the technical protection system that will describe at least:

1. General Part
 - A. Introduction
 - B. Acts, Regulations, Standards and other documents
2. Technical Part of the Design
 - A. Introduction (Purpose and objective)
 - B. Description of the intervention in space
 - C. Threat Assessment
 - D. Safety Elaborate
 - E. Terms of reference
 - F. Classification
 - G. Conclusion

2.3 LOCATION

The list of location that are included in this section is the following:

- Stations:
 - Passenger station, each one with a building for passenger and one technical building with the signalling equipment. (Ivanić Grad, Popovača, Kutina and Novska)
 - Freight stations: only one: Kutina
 - Dispatch centres: Stops for the passengers, but they have a technical building for signalling equipment: Prečec, Deanovec, Novoselec, Moslavačka Gračenica, Banova Jaruga, Lipovljani
 - Passenger stops: 8 with only passengers installation (no signalling equipment): Ostrna, Širinec, Okešinec, Ludina, Voloder, Repušnica, Ilova, Stara Subocka

The technical buildings are almost identical in all the cases, only the location is different and in every case, they are very close to the actual passenger building. In almost all the cases, there is also a transformer and generator to power the systems.
- Electrical Buildings:
 - All building to contain the Sectioning Post in Precec, Deanovedm, Moslavačka Gračenica, Kutina and Ludina.
- APB:
 - Approx. 30 APB shelters for signalling plus another 5 shelter for the level crossing. Small shelters (around 5m²) to control signalling equipment away from stations.
- GSM-R
 - Approx. 14 shelters for the GSM-R (radio system). Close to stations, they consist of small shelter (again around 5m²) that contains communication equipment that allow the radio to work)

The exact number of shelter may be different in the final version, as the design is not yet closed, but this is not expected to suffer many variations. In all this cases the drawing with the locations and the plant of every shelter will be provided by Ineco

3 REQUIRED RESOURCES

The Contractor shall provide all material, technical and human resources necessary to properly perform the work, as established in the previous section of these special conditions.

The Contractor must provide the technical and human resources necessary to provide the service and to ensure that there are no service interruptions, and to resolve any incidents in the case of urgent needs.

In particular, it is required by the company to provide a

- Electrical engineer that in accordance with Ordinance on conditions and Way of Implementation of Technical Protection (OG 198/03) is authorized/registered for performing technical protection. This must be done in a way and according to conditions established in Act on private protection (OG 68/03, 31/10 and 139/10, to design and sign the Projects.

The contractor must submit every certificate in order to be admitted.

4 COMMERCIAL TERMS AND CONDITIONS.

The general contracting conditions published in the Ineco Contractor profile (www.ineco.es) and on the State Contracting Platform (www.contrataciondelestado.es) will apply.

The successful bidder must be qualified and authorised according to the current legislation to perform the work required in this document.

The submission of the offer implies the acceptance of the Ineco General Contracting Conditions and these Special Conditions, according to the order of priority of contractual documentation established in Article 20 of the Ineco General Contracting Conditions.

The Contractor must obtain the permits and licenses required to perform the work. It must also pay all taxes, fees, compensations or indemnities for their procurement these amounts shall be considered as included into the offer price.

4.1 INVOICING CONSIDERATIONS

Invoicing of the work completed shall be sent according to the activities completed and finalized, based on the monthly reports delivered by the Contractor.

Invoices shall be based on the work actually performed, for months of service provided, valued at the prices offered.

In no event shall Ineco be obligated to exhaust the budget in its entirety, expenses being limited to the real needs of the company.

Payments will be issued on the 5th, 15th and the 25th of each month, which should be taken into account when establishing payment terms.

Payment will be made sixty (60) days after validation of the invoice.

Payments will be made in EUROS, through bank transfer, from an Ineco current account set up in Madrid (Spain).

All invoices issued must contain the following information:

- Award no.
- Project code.
- Invoice number, series or other designation by country.
- Issue date.
- Name and surname, or full business names of both the payer and the payee of the transactions.
- Tax Identification Number or equivalent issued by the relevant Authority in the country, where appropriate.
- Tax addresses of both the payer and the payee of the transactions.
- Description of the transaction(s).
- Tax rate or exemption if applicable.
- The taxes that, if applicable, are passed on and must be entered separately.

4.2 CLARIFICATION OF DOUBTS

Bidding companies may request clarification or additional information in writing, sending one (1) closed list of items including:

Special conditions of security design services for modernization and upgrade of the railway line m103 Dugo

- Number of questions.
- Clear expression of questions and concepts involved.
- Justification of each question and/or impact the offer to be presented.

The request for clarification of doubts, as well as a minimum description of the bidding company (one page maximum) must be sent to the email ofertas@ineco.com Ineco will provide the answer through the same means.

The reception of requests for clarification of doubts completed (2) days before the deadline for submitting bids.

4.3 PENALTIES

In case of non-compliance with the contractual obligations, Ineco shall apply the following penalties:

4.3.1 FAILURE TO COMPLETE THE CONTRACTED WORK

A penalty corresponding to ten percent (10%) of the amount of the requested service will be applied for non-fulfilment of any of the tasks described in the second section. Ineco will report this situation to the coordinator appointed by the Contractor so that, within two (2) days, said coordinator may respond, as he/she considers appropriate. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the Contractor. Communications between Ineco and the Contractor must always be in writing.

If the penalties for failure to complete the work exceed twenty percent (20%) of the Contract amount, Ineco will be entitled to terminate the Contract early.

4.3.2 DEFECTIVE EXECUTION OF THE WORK

In case of defective execution of the work, a penalty of five percent (5%) of the amount of the requested service will be applied. Ineco will report this situation to the coordinator appointed by the Contractor for the latter to respond, as he/she considers appropriate within two (2) days. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the contractor. Communications between Ineco and the Contractor must always be in writing.

If the penalties for defective execution of work exceed ten percent (10%) of the Contract amount, Ineco will be entitled to terminate the Contract early.

4.3.3 DELAY IN THE DELIVERY OF THE WORK

A penalty of ten percent (10%) of the amount of the requested service will be applied for any delay in the delivery of the work that can be attributed to the Contractor. Ineco will report this situation to the coordinator appointed by the Contractor for the latter to respond, as he/she considers appropriate within two (2) days. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the Contractor. Communications between Ineco and the Contractor must always be in writing.

4.3.4 EFFECTIVE APPLICATION OF PENALTIES

The penalties cited above will be effectively applied by deducting their amount from the next invoice sent by the Contractor. Ineco shall report the application of said penalty to the coordinator appointed by the Contractor for it to be deducted from the corresponding invoice. Otherwise, Ineco reserves the right to withhold double the penalty imposed, to be applied to the last invoice issued by the Contractor.

4.3.5 PENALTY NOTICE

Written communications will be sent to the email address provided by the Contractor, who is responsible for maintenance of said account, as well as consulting and reading the emails received and sent. The Contractor shall notify Ineco in writing of any change in its email address. Should said changes not be duly notified, any and all written communications sent to the previously specified email address shall be considered validly sent. Should the Contractor or its subcontractors not fulfil their obligations in matters of Social Security, payment of salaries and Occupational Health and Safety, the Contract may be terminated early and penalties may be withheld from the invoices issued.

5 DURATION

The term to perform the financial accounting and audit management services that are the subject of this contract is TWELVE (12) months from the signing of this contract.

In no event shall Ineco be obligated to exhaust the budget in its entirety, expenses being limited to the real needs of the company.

The contract will also cover the time required to make the possible modifications or corrections demanded by Ineco in order to approve the documents.

6 MAXIMUM AMOUNT

The maximum amount that INECO will pay to the Contractor for all services is equal to THIRTY THOUSAND EUROS (30,000.00 €), VAT not included.

In no event will Ineco be obligated to exhaust the budget in its entirety, expenses being limited to the real needs of the company.

Payment for the work will be made according to the units specified in the financial bid enclosed herewith as ANNEX O.E. 20181002-00687 NAME OF THE SUPPLIER. In no case may the maximum unit prices established at that stage be exceeded. This will result in the exclusion of the bidder from the tendering procedure.

No price review will take place during the term of the Contract.

All bids that exceed the tender budget will be rejected, along with any maximum unit price that exceeds that established in the model financial bid.

7 TECHNICAL RELIABILITY

At a minimum, the bidders must include the following information in the technical bid:

7.1 REFERENCES

List signed by the legal representative of the company in which the main services or similar work carried are recorded, including a description of the project, the amount, dates and their public or private beneficiaries.

- At least one (1) of these references doing similar works in the railway sector in Croatia.

8 ECONOMIC AND FINANCIAL SOLVENCY

If not registered at the time of the bid submission, the economic and financial solvency of the Contractor may be accredited through one of the following means:

- Appropriate statements from financial institutions with which the Contractor has maintained significant asset or liability positions during the last three financial years, indicating, at a minimum, the following:
 - Compliance with credit repayment commitments.
 - Overall evaluation of the entity.
- Official registry stating that the Contractor has no tributary debts.
- Official registry stating that the Contractor has debts with Social Security
- Civil Liability Insurance that covers the possible losses associated with the activities to be developed, as follows:
 - To have a Public/Third Party Liability Insurance covering the corporal, material and consecutive damages caused during the course of its ordinary activity that may be attributable to the company, its directors, employees (including all those placed in the service of Ineco), agents and subcontractors.
 - The sufficient amount is established in a minimum indemnity limit per claim of 300,000 Euros, without Sublimit per victim less than that amount.
 - The bidder will include Ineco as additional insurer, without losing the status of a third party.
 - Adhered to the same policy, or as an independent policy, it must also maintain the Employer's Liability coverage (without Sublimit per victim, and if there is one, not less than 125.000 Euros) in the same amounts of indemnification to the previously cited.
 - Likewise, the bidder must maintain a Professional Liability Insurance covering personal, material, consecutive damages and pure patrimonial damages derived from acts or omissions attributable to the employees hired by the bidder and placed in the service of Ineco for all categories of technical activity that, having the necessary legal capacity, perform within the framework of the consulting, engineering and services contracts of Ineco with its corresponding clients.
 - The sufficient amount is established in a minimum indemnity limit per claim of 300,000 Euros.
 - The bidder will include Ineco as an additional insured, and the policy will have for Ineco consideration, in the event of a previously described fact, of a primary policy.
 - During and at the end of the contract between Ineco and the contractor, the policy must cover the periods of responsibility subsequent to the execution of the work of the contracted personnel, according to the periods of limitation of professional responsibility indicated by the laws that were applicable.

- The bidder must submit a commitment certified by an insurance intermediary, to comply with the above conditions prior to the initialization of the provision of services.
- Compliance with this condition will not limit the responsibilities of the bidder, managers, employees, agents and subcontractors, and must be fully liable for the damages caused to Ineco or third parties.
- Ineco may require, after the award, an insurance certificate prior to or after initialization of the service, to verify compliance.

9 EVALUATION CRITERIA

All bids received will be classified according to their technical and financial criteria. Punctuation will be 49 points for the financial proposal and 51 points for the technical proposal.

9.1 ASSEMENT CRITERIA

The following causes will be grounds for exclusion:

- Not being registered in the Ineco supplier registry, or failing to attach a commitment to register within fifteen (15) calendar days after so required by Ineco.
- Not providing the resources required in part 3.
- Failure to meet the solvency requirements established in parts 7 and 8.
- Failure to meet the requirements for contracting with Ineco established in part 4 of this document, 'Internal Contracting Standards' published on the Ineco website Contractor profile.

9.2 TECHNICAL ASSESTMENT (51 POINTS)

The technical bid will be assessed according to the following criteria:

Criteria	Points
References of the personnel working in project related with technical security and threat assessment	3 point /per reference) Maximum 21 points.
References of the personnel working in previous work for (European Railways Infrastructure)	(5 points /per reference). Maximum 30 points.

9.3 ECONOMIC ASSESSMENT (49 POINTS)

The financial bid will be assessed according to the following formula:

Economic Score (ES)

$$= \frac{\text{(the \% age that the price is lower than the maximum budgeted price)}}{\text{(\% age that the lowered received offer price is lower than the maximum budgeted price)}} \times 70 + 30$$

A bid that is 10% less than the average bid submitted will be considered disproportionately low. In this case, Ineco may request a detailed report justifying the financial bid.

The bid will be discarded if considered a reckless bid which could jeopardize completion of the work.

10 CONTENT OF TENDERS

The documentation must be sufficient to allow solvency to be assessed and all requirements to be fulfilled, in particular, those expressed in the following points:

Special conditions of security design services for modernization and upgrade of the railway line m103 Dugo Selo – Novska for Ineco

10.1 TECHNICAL TENDER

Each bidder shall submit a Technical Report on the work to be completed and the results to be achieved. In a clear and concise manner, the report should describe:

- Services Offered. Description of the technical and human resources available and type of personnel to be assigned to these services
- Methodology for the management and provision of services.
- Quality and guarantee methodology.

10.2 ADMINISTRATIVE DOCUMENTATION

In order to expedite the drafting of the Contract (if awarded), the bidder is required to provide as of now the following documentation:

- Data on the company: Corporate name, VAT ID number, purpose of the company (copy of bylaws and/or changes), registered office address.
- Data on the company's legal representative: name and surname, copy or reference of the deed of appointment to office or empowerment to sign the Contract.

In addition, other documentation must be included to accredit compliance with all requirements of this document:

- If presenting personnel that do not belong to the company at the time of submitting the bid, a letter of commitment must be submitted for each of the nominated profiles. These letters of commitment must be exclusive to the bidding company.
- The awarded company and any subcontractors must submit, at the time of the Contract, a copy of an insurance policy that covers compensation for death or permanent disability determined in collective bargaining agreement and copy of proof of payment of the insurance premium.
- On signing the Contract, the Contractor and its subcontractors must complete and sign the Occupational Risk Prevention Compliance document "Registro de Coordinación de Actividades Empresariales" (*Record of Coordination of Business Activities*) found on the Ineco website. Also, the company must have in hand the "Manual de Prevención de Riesgos Laborales de Ineco" (Ineco Occupational Risk Prevention Manual) and the "Riesgos, Medidas Preventivas y Medidas de Emergencia en Ineco" (Ineco Risks, Preventive Measures and Emergency Measures), both found on the Ineco website.

10.3 ECONOMIC BID

The financial bid must be signed by the legal representative of the bidding company.

The amounts listed in it must be expressed both before and after VAT.

The only acceptable financial bid model is the one found in template attached in the Excel file E.B. 20181002-00687 NAME OF THE SUPPLIER.

Bids that do not conform to this format will not be considered.

The file must be submitted electronically both in Excel (*.xls) and PDF formats, with the latter consisting in the scanned version of the form signed by the bidder's representative.

11 SUBMISSION TENDERS

All bids must be sent electronically to the following address: ofertas@ineco.com

The file containing the financial bid shall be identified as E.B. 20181002-00687 NAME OF THE SUPPLIER and the file containing the technical bid shall be identified as T.B. 20181002-00687 NAME OF THE SUPPLIER.

Bids submitted through on-line storage platforms will not be considered. In not case shall the files exceed 15 MB.

In both cases, reference must be made to the file number on the cover of this document.

The technical bid and the financial bid must be presented in separate files, without the technical bid making reference to the financial bid.

In case of non-compliance with the requirements established in this section, such as bids being sent to an address other than that indicated, the bidder may be excluded from this tender.