



BHŽJK - БХЖЖК

Bosnia and Herzegovina Railways Public Corporation

Jedinica za implementaciju projekata za obnovu željeznica u Bosni i Hercegovini - PIU

Jedinica za implementaciju projekata za obnovu željeznica u Bosni i Hercegovini - PIU

Project Implementation Unit for Railway Rehabilitation in Bosnia and Herzegovina - PIU

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## **BOSNIA AND HERZEGOVINA RAILWAY RECOVERY PROJECT II**

### **TENDER DOCUMENTS FOR Supply of Track Maintenance Machines and Small Track Machinery**

**Tender Identification Number: EIB-PM 02/21**

***EUROPEAN INVESTMENT BANK  
LOAN PROJECT***

**Date: January 2021.**

<b>Project name</b>	Bosnia and Herzegovina Regional Railway Project II
<b>Country</b>	Bosnia and Herzegovina
<b>Business sector</b>	Transport
<b>Project ID</b>	23376
<b>Funding source</b>	European Investment Bank (EIB)
<b>Type of contract</b>	Supply
<b>Type of notice</b>	Invitation for Tenders

## International Invitation For Tenders

### Tender for Supply of Track Maintenance Machines and Small Track Machinery

Bosnia and Herzegovina Railway Public Corporation (BHRPC) and the Railways of Federation of Bosnia and Herzegovina (ZFBH), hereinafter referred to as “the Purchaser” or “the Client”, has received a loan from EIB, hereinafter referred to as “the Bank”, and intends using part of the proceeds towards the cost of Supply of Track Maintenance Machines and Small Track Machinery, hereinafter referred to as “the Project”.

This contract will include:

- Procurement of the new machinery "Heavy Motor Machine with Overhead Platform for Catenary Maintenance"
- Procurement of the new machinery "Heavy Motor Machine with Crane and other Accesories"
- Procurement of new small track machinery: Rail Profile Grinder, Sleeper Drilling Machine, Heavy Duty Coachscrewing Machine, Rail Drilling Machine.

This contract is expected to be implemented from May 2021 to December 2022.

Tendering for contracts to be financed with the above proceeds is open to firms and individuals from any country.

To be qualified for the award of a Contract, tenderers must satisfy the criteria stated in the Tender Document.

The Tender Document, upon request, will be dispatched electronically free of charge.

Tenders must be duly completed and submitted to the Client on or before 12:00 CET on 15 March 2021

Interested firms or individuals may obtain further information from the following office:

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**Client name:** Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina

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# Tender Document

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# Section I: Instructions to Participants (ITP)

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A. General	
<b>1. Scope of Tender</b>	1.1 The Client indicated in Section II, Data Sheet, hereinafter referred to as “DS”, issues this Tender Document for the procurement of the contract(s) described in Section VI, Requirements, in accordance with the procedures, conditions and contracts terms prescribed in Section VII, Contract Terms and Conditions, hereinafter referred to as “the Contract”, to be implemented under within the framework of the project, specified in the DS, hereinafter referred to as “the Project”.
	1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, Contract Terms and Conditions.
	1.3 The Client invites eligible tenderers, hereinafter referred to as “Tenderer” or “Participant”, to tender for the Contract.
<b>2. Source of Funds and Applicable Procurement Rules</b>	2.1 Unless otherwise stated in the DS, the Borrower/the Grant Recipient (hereinafter called “Borrower” or “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing (hereinafter called “funds”) from/via the European Investment Bank (hereinafter called the “Bank”) toward the cost of the Project. The Borrower/the Grant Recipient, if different from the Client, intends to make available to the Client a portion of the funds and/or the Client will use the funds for eligible payments under the Contract for which this Tender Document is issued.
	2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower/the Grant Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower/the Grant Recipient and the Bank (hereinafter called the “Loan Agreement” or “Grant Agreement”, as appropriate) and will be subject in all respects to the terms and conditions of that Loan Agreement/Grant Agreement. No party other than the Borrower/the Grant Recipient shall derive any rights from the Loan Agreement/the Grant Agreement or have any claim to the funds. The proceeds of the Bank’s loan or grant administered by the Bank will not be used for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
	2.3 The applicable procurement rules are in accordance to EIB Guide to Procurement: <a href="https://www.eib.org/en/publications/guide-to-procurement">https://www.eib.org/en/publications/guide-to-procurement</a> .
<b>3. Prohibited Practices</b>	<p>3.1 The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.</p> <p>(a) defines, for the purposes of this provision, Prohibited Practices as stated in EIB Covenant of Integrity in Annex 3 of the EIB Guide to Procurement</p> <p>(b) will reject a proposal for award if it determines that the tenderer, supplier, sub-supplier, contractor, sub-contractor, concessionaire, consultant or sub-consultant recommended for award has engaged in Prohibited Practices in competing for the Contract in question;</p> <p>(c) will cancel the portion of the Bank financing allocated to a Contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that Contract, without the</p>

	<p>Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</p> <p>(d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed Contract;</p> <p>(e) reserves the right, where a Borrower or a firm has been found by the final judgement of a judicial process in a member country or by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions to have engaged in Prohibited Practices;</p> <p>(i) to cancel all or part of the Bank financing for such Borrower; and</p> <p>(ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract; and</p> <p>(f) will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants to permit the Bank to inspect their accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank.</p> <p>3.2 Furthermore, Tenderers shall be aware of the provisions stated in Section VII, General and Particular Conditions of Contract.</p>
<p><b>4. Eligible Participants</b></p>	<p>4.1 A Participant may be a natural person, private entity, government owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).</p> <p>In the case of a JVCA:</p> <p>(a) the partners of the JVCA are deemed to be jointly and severally liable in respect of their tender;</p> <p>(b) the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the tendering process; and</p> <p>(c) the JVCA may not alter its composition and legal status after submitting its tender.</p>
	<p>4.2 Unless stated otherwise in the DS, subject to the conditions specified in the ITP 4.3 to 4.8 below, a Participant from any country may tender.</p> <p>A Participant shall be deemed to have the nationality of a country if the Participant is a citizen of, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.</p>
	<p>4.3 A Participant shall not have a conflict of interest. All Participants found to have a conflict of interest shall be disqualified. A Participant may be considered to have a conflict of interest with one or more parties in this tendering process, if:</p> <p>(i) they have controlling partners in common; or</p> <p>(ii) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(iii) they have the same legal representative for purposes of this tender; or</p> <p>(iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or</p>

	<p>influence on the tender of another Participant, or influence the decisions of the Client regarding this Tender process; or</p> <p>(v) a Participant, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Participant, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or</p> <p>(vi) a Participant, its affiliates or parent organisation has participated as a consultant in the preparation of Section VI, Requirements, which is the subject of the tender; or</p> <p>(vii) a Participant, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.</p>
	<p>4.4 Notwithstanding the provisions of ITP 4.3 above, a firm or a member of a JVCA may participate in only one tender for the Contract, either individually or as a partner in a JVCA. Submission or participation by a Participant in more than one tender for the Contract will result in the disqualification of all tenders for that Contract in which the party is involved. However, this does not limit the inclusion of the same subcontractors in more than one tender.</p> <p>A subcontractor is not deemed to be a Participant in the tender.</p>
	<p>4.5 A Participant shall be disqualified if the Participant is under a declaration of ineligibility by the Bank in accordance with ITP 3, at the date of the deadline for tender submission or thereafter.</p> <p>If a project-related party has been engaged in a Prohibited Conduct, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank</p>
	<p>4.6 No affiliate of the Borrower/the Grant Recipient, or the Client, or of a procurement agent engaged by the Client, shall be eligible to participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Borrower/the Grant Recipient, the Client or the Client's agent and affiliate.</p>
	<p>4.7 Participants shall provide such evidence of their eligibility satisfactory to the Client, as the Client may reasonably request.</p>
	<p>4.8 Firms or individuals shall be excluded from participation in a procurement process or resulting contract award, if:</p> <p>(a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;</p> <p>(b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;</p> <p>(c) any import of goods from the Participant's country or any payments to persons</p>



	<p>or entities in that country are prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.</p>
	<p>4.9 In the event that prequalification of potential Participants has been undertaken, only tenders from prequalified Participants will be considered for award of the Contract. A prequalified Participant should submit with its tender any information updating its original prequalification application and confirm in its tender that the other original prequalification information submitted remains essentially correct as of the date of tender submission.</p> <p>The formation of a joint venture after prequalification as well as any change in a prequalified joint venture shall be subject to the written approval by the Client prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the joint venture is substantially changed; (iii) the new joint venture is not qualified; (iv) in the opinion of the Client, a substantial reduction in competition may result; or (v) request for a change in the status of the prequalified Participant is received by the Client after the date, stated in the DS.</p> <p>The Client shall use its best efforts to notify any changes in the list of prequalified Participants as soon as it would be possible and in any case prior to the tender opening.</p>
<b>5. Cost of participation in Tendering</b>	<p>5.1 The Participant shall bear all costs associated with the preparation and submission of its tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.</p>
<b>6. Language of Tender</b>	<p>6.1 The tenders, as well as all correspondence and documents relating to the Tender exchanged by the Participant and the Client, shall be written in the language specified in the DS.</p> <p>Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the tender, such translation shall govern.</p>

B. Contents of Tender Document	
<b>7. Sections of Tender Document</b>	<p>7.1 The Tender Document consist of the Sections detailing the Tendering Procedures indicated below, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 9.</p> <ul style="list-style-type: none"> <li>▪ Section I: Instructions to Participants</li> <li>▪ Section II: Data Sheet</li> <li>▪ Section III: Evaluation Methodology</li> <li>▪ Section IV: Eligibility and Qualification Criteria</li> <li>▪ Section V: Forms</li> <li>▪ Section VI: Requirements</li> <li>▪ Section VII: Contract Terms and Conditions</li> <li>▪ Section VIII: Contract Forms</li> </ul>
	7.2 The Invitation for Tenders issued by the Client is not part of the Tender Document.
	7.3 A Participant shall obtain the Tender Document from the source stated by the Client in the Invitation for Tenders; otherwise the Client is not responsible for the completeness of the Tender Document.
	7.4 The Participant is expected to examine all instructions, forms, terms and conditions of the Contract, the Requirements and other information in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
<b>8. Clarification of Tender Document, Site Visit, Pre-Tender Meeting</b>	<p>8.1 The Participant requiring any clarification of the Tender Document shall contact the Client in writing, as described in the DS, or raise his enquiries during the clarification meeting if provided for in accordance with ITP 8.4.</p> <p>The Client will respond to any request for clarification, provided that such request is received not later than the number of calendar days, specified in the DS, prior to the deadline for submission of tenders. The Client's response shall be in writing with copies to all Participants who have acquired the Tender Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure described under ITP 9.</p>
	8.2 Where applicable, a Participant may visit and examine the Site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the tender and entering into the Contract. The costs of visiting the site shall be at the Participant's own expense.
	8.3 Where the Participant and any of its personnel or agents have been granted permission by the Client to enter upon its premises and lands for the purpose of such visit, the Participant, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
	8.4 The Participant's designated representative is invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify

	<p>issues and to answer questions on any matter that may be raised at that stage.</p> <p>If so provided in the DS, the Client will organise a site visit.</p>
	<p>8.5 A Participant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one week before the meeting.</p>
	<p>8.6 Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants who have acquired the Tender Document in accordance with ITP 7.3.</p> <p>Any modification to the Tender Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issue of an amendment pursuant to ITP 9 and not through the minutes of the clarification meeting.</p>
	<p>8.7 Non-attendance at the clarification meeting will not be a cause for disqualification of a Participant.</p>
<b>9. Amendment of Tender Document</b>	<p>9.1 At any time prior to the deadline for submission of Tenders, the Client may amend the Tender Document by issuing an amendment.</p>
	<p>9.2 Any amendment issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Client in accordance with ITP 7.3.</p>
	<p>9.3 To give Participants reasonable time in which to take an amendment into account in preparing their Tenders, the Client at its discretion, extend the deadline for the submission of Tenders.</p>

<b>C. Preparation of Tenders</b>	
<b>10. Documents Comprising the Tender</b>	<p>10.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Tender with the Covenant of Integrity attached thereto,</li> <li>(b) the Appendix to Tender, if appropriate;</li> <li>(c) duly authorised power of attorney, indicating that the person(s) signing the tender have the authority to sign it;</li> <li>(d) company charter(s) and registration (incorporation) documents;</li> <li>(e) completed forms, furnished as per Section V, Forms;</li> <li>(f) completed forms and documentary evidence establishing the Participant's eligibility and qualification, furnished as per Section IV, Eligibility and Qualification Criteria;</li> <li>(g) in the case of a tender submitted by a JVCA, the JVCA agreement;</li> <li>(h) the tender security;</li> <li>(i) the technical proposal, as required in the DS;</li> <li>(j) the Price Schedules;</li> <li>(k) contract cash flow forecast, as required in the DS; and</li> <li>(l) any other documents and the additional information, if so required in the DS.</li> </ul>
<b>11. Letter of Tender</b>	<p>11.1 The Participant shall submit the Letter of Tender, which comply with the requirements of the Tender Document, using the forms furnished in Section V, Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<b>12. Alternative Tenders</b>	<p>12.1 Unless otherwise indicated in the DS, alternative proposals or alternative times for completion shall not be considered.</p> <p>If alternative proposals or alternative times for completion are permitted their method of evaluation shall be as stipulated in Section III, Evaluation Methodology.</p>
<b>13. Tender Prices and Discounts</b>	<p>13.1 Tender prices quoted by the Participant in the Letter of Tender shall be for the entire scope of the Contract and conform to the requirements specified in the DS.</p> <p>13.2 The Participant shall fill in rates and prices for all items of the Price Schedules. Items against which no rate or price is entered by the Participant will not be paid for by the Client and shall be deemed covered by the rates for other items and prices in the Price Schedules.</p> <p>13.3 In the Letter of Tender the Participant shall quote any discounts and the methodology for their application.</p>
<b>14. Currencies of Tender</b>	<p>14.1 The currency(ies) of the Tender shall be as specified in the DS.</p>
<b>15. Documents Establishing the Qualifications of the Participant</b>	<p>15.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in Section V, Forms.</p>
<b>16. Period of Validity of Tenders</b>	<p>16.1 Tenders shall remain valid for the period specified in the DS after the Tender submission deadline date prescribed by the Client. A Tender valid for a shorter period shall be rejected by the Client as non-responsive.</p>

	<p>16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Client may request Participants to extend the period of validity of their tenders. The request and the responses shall be made in writing. A Participant may refuse the request without forfeiting its tender security. A Participant granting the request shall not be required or permitted to modify its tender, except as provided in ITP 16.3.</p> <p>If a tender security is requested in accordance with ITP 17, the Participant agreeing to the request shall also extend validity of the tender security for at least twenty-eight (28) calendar days beyond the validity of the tender.</p>
	<p>16.3 In the case of fixed price contracts, if the period of tender validity is extended, the tender price of the successful Participant shall be adjusted up to the date of the contract award, as specified in the request for extension, to arrive at the Contract price. Tenders evaluation shall be based on the Tender Price without taking into consideration the above adjustment.</p>
<b>17. Tender Security</b>	<p>17.1 If so required in the DS, the Participant shall furnish with its Tender, the original of a tender security, based on the form included in Section V, Forms, or in another substantially similar form approved by the Client prior to Tender submission. In either case, the form must include the complete name of the Participant.</p> <p>17.2 The tender security amount and currency shall be as specified in the DS.</p> <p>17.3 The tender security shall be a demand guarantee in any of the following forms at the Participant's option:</p> <ul style="list-style-type: none"> <li>(a) an unconditional guarantee issued by a bank; or</li> <li>(b) an irrevocable letter of credit; or</li> <li>(c) a cashier's or certified check;</li> </ul> <p>The tender security shall be issued by a reputable bank. The issuing bank shall have the minimum credit rating stated in the DS.</p> <p>17.4 The tender security shall be valid for twenty-eight (28) calendar days beyond the validity of the Tender.</p> <p>17.5 If a tender security is required pursuant to ITP 17.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Client as non-responsive.</p> <p>17.6 If a tender security is required pursuant to ITP 17.1, the tender security of unsuccessful Participants shall be returned to them as promptly as possible and in any case (a) immediately after expiration of the validity of their tenders, or (b) once the successful Participant has signed the Contract and furnished the performance security, required under the Contract; whichever is the earlier.</p> <p>17.7 The tender security of the successful Participant shall be returned as promptly as possible once the successful Participant has signed the Contract and furnished the performance security, required under the Contract.</p> <p>17.8 The tender security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Participant withdraws its tender during the period of Tender validity specified by the Participant in the Letter of Tender or</li> <li>(b) if the successful Participant fails to:</li> </ul>

	<ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITP 36; or</li> <li>(ii) furnish the performance security, required under the Contract; or</li> <li>(iii) accept the correction of arithmetical errors of the tender in accordance with ITP 30.</li> </ul>
	<p>17.9 The tender security of a JVCA shall normally be in the name of the JVCA that submits the Tender.</p> <p>The tender security of a JVCA can be in the name of a partner of the JVCA on condition that the tender security clearly specifies the names of all partners of the JVCA and states that the security is submitted for and on behalf of the JVCA.</p>
<b>18. Format and Signing of Tender</b>	<p>18.1 The Participant shall prepare one original of the documents comprising the Tender as described in ITP 10.</p> <p>If required in the DS, in addition, the Participant shall submit copies of the Tender, in the number specified in the DS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
	<p>18.2 The original and all copies of the Tender, where appropriate, shall be made in writing and shall be signed by a person duly authorised to sign on behalf of the Participant. This authorisation shall be in a form of a power of attorney, pursuant to ITP 10.1.</p>
	<p>18.3 A tender submitted by a JVCA shall comply with the requirements:</p> <ul style="list-style-type: none"> <li>(a) shall be signed so as to be legally binding on all partners; and</li> <li>(b) include the Representative's authorisation referred to in ITP 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.</li> </ul>
	<p>18.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender</p>

<b>D. Submission and Opening of Tenders</b>	
<b>19. Submission of Tenders</b>	19.1 Participants shall submit their tenders, as specified in the DS.
<b>20. Withdrawal, and Modification of Tenders</b>	20.1 At any time prior to the deadline of submission of tenders, stated in ITP 21.1, a Participant may withdraw or modify its tender after it has been submitted, following the process specified in the DS.
<b>21. Deadline for Submission of Tenders</b>	<p>21.1 Tenders shall be received by the Client at the address, and no later than the date and time, indicated in the DS.</p> <p>21.2 The Client may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>22. Late Tenders</b>	22.1 The Client shall not consider any Tender that arrives after the deadline for submission of Tenders.
<b>23. Tender Opening</b>	<p>23.1 The Client shall conduct the Tender Opening, as described in the DS.</p> <p>23.2 The Client shall prepare a record of the Tender Opening that shall include, as a minimum: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.</p> <p>A copy of the record shall be distributed to all Participants, who submitted Tenders and posted online, when electronic Tendering is used.</p> <p>23.3 Tenders, modifications, discounts and alternatives, which are not mentioned in the record of the Tender Opening shall not be considered for evaluation irrespective of circumstances.</p>

<b>E. Examination and Evaluation of Tenders</b>	
<b>24. Confidentiality</b>	24.1 Information relating to the evaluation of Tenders shall not be disclosed to Participants or any other persons not officially concerned with such process until information on Contract award is communicated to the Participants.
	24.2 Any attempt by a Participant to influence the Client in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
	24.3 Notwithstanding the above, from the time of Tender opening to the time of Contract award, if any Participant wishes to contact the Client on any matter related to the tendering process, it should do so in writing.
<b>25. Clarification of Tenders</b>	25.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Participants, the Client may, at its discretion, ask any Participant for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Participant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Tenders, in accordance with ITP 30.
	25.2 If a Participant does not provide clarifications of its Tender by the date and time set in the Client's request for clarification, its Tender may be rejected.
<b>26. Determination of Responsiveness</b>	26.1 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission as defined below: <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Tender Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.</li> </ul> <p>A material Deviation, Reservation, or Omission is one that,</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI, Requirements; or</li> <li>(ii) limit in any substantial way, inconsistent with the Tender Document, the Client's rights or the Participant's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Participants presenting substantially responsive Tenders.</li> </ul>
	26.2 The Client shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, have been met without any material Deviation, Reservation, or Omission.
	26.3 The Client shall use the criteria and methodology specified in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.



<b>27. Evaluation of Tenders</b>	27.1 The Client's evaluation of a Tender shall be based on the content of the Tender itself, as defined in ITP 10 and ITP 12, and clarifications thereof.
	27.2 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
<b>28. Nonmaterial Nonconformities</b>	<p>28.1 Provided that a Tender is substantially responsive, the Client may waive any quantifiable nonconformities in the Tender that do not constitute material Deviations, Reservations or Omissions.</p> <p>The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Client, taking into consideration the corresponding tender prices of other responsive Participants, or other appropriate market prices. Such costs will be at the Client's sole discretion. A Participant will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.</p> <p>Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Client shall not be taken into account in tenders evaluation.</p>
	<p>28.2 Provided that a Tender is substantially responsive, the Client may request the Participant to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the Tender. Requested information or documentation on such omissions shall not be related to any aspect of the price of the Tender.</p> <p>Failure of the Participant to comply with the request may result in the rejection of its Tender.</p>
<b>29. Evaluation Methodology</b>	29.1 The Client shall use the criteria and methodologies indicated in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.
<b>30. Correction of Arithmetical Errors</b>	<p>30.1 Provided that the Tender is substantially responsive, the Client shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;</li> <li>(b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;</li> <li>(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul>
	30.2 If a Participant does not accept the correction of errors, its Tender shall be declared non-responsive and rejected and its tender security may be forfeited.

<b>31. Conversion to Single Currency</b>	31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency, as specified in Section III, Evaluation Methodology.
<b>32. Tender Adjustments</b>	32.1 For the evaluation and comparison purposes the Client shall adjust the Tender prices using the methodology specified in Section III, Evaluation Methodology.
<b>33. Qualification of the Participant</b>	33.1 The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria.
	33.2 The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant, pursuant to ITP 15.
	33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous Tender (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology) to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.
	33.4 Notwithstanding the provisions of ITP 33.3, the Client reserves the right to waive any minor deviations from the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria that do not materially affect the capability of the Participant to perform the Contract.
<b>34. Client's Right to Accept Any Tender, and to Reject Any or All Tenders</b>	34.1 The Client reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Participants. In case of annulment, all Tenders submitted and especially, Tender securities, shall be promptly returned to the Participants.

<b>F. Award of contract</b>	
<b>35. Award Criteria</b>	<p>35.1 The Client shall award the Contract to the Participant whose Tender is substantially responsive to the requirements of the Tender Document and has been determined to be the most economically advantageous (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology), provided further that the Participant is determined to be qualified to perform the Contract satisfactorily.</p>
<b>36. Notification of Award</b>	<p>36.1 Prior to the expiration of the period of Tender validity, the Client shall notify the successful Participant, in writing, that its Tender has been accepted. This notification of award shall be issued in the form of the Letter of Acceptance, included in Section VII, Contract Terms and Conditions.</p>
	<p>36.2 Within seven (7) calendar days of the Participant's receipt of the notification of award, the Participant shall acknowledge it to the Client in writing. The Participant shall enclose to the acknowledgment the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract. Such details shall be provided in the format required in the Letter of Acceptance.</p>
	<p>36.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
	<p>36.4 On the same date as notifying the successful Participant, the Client shall also notify all other Participants of the results of the Tendering, stating the Tender and the resulting Contract title, and providing the following information: (i) name of each Participant, who submitted a tender; (ii) their tender prices as read out at Tender opening; (iii) respective evaluated prices of each tender; (iv) names of Participants whose tenders were rejected; and (v) the name of the winning Participant, and the contract price, as well as the duration and the title of the contract awarded.</p> <p>At the same time, the Client shall send the above information for publication on the Bank's website.</p>
	<p>36.5 In addition to the above information, the Client shall provide each unsuccessful Participant individually with the particulars of the calculation of their respective evaluated tender price, or the detailed reasons for the rejection of their respective tender, as appropriate.</p> <p>After receipt of the above notification, an unsuccessful Participant may request, in writing, the Client for a debriefing seeking further explanations on the grounds on which his tender was not selected. Upon receiving such a request, the Client shall promptly, and, in any case within two weeks, arrange a debriefing.</p>
<b>37. Signing of Contract Agreement</b>	<p>37.1 Pursuant to ITP 36, and promptly upon receipt of the winning Participant's acknowledgement of the notification of award and the bank account details, the Client shall sign the Contract Agreement and send the successful Participant the complete Contract.</p>
	<p>37.2 Within fourteen (14) calendar days of receipt of the Contract, the successful Participant shall sign, date, and return it to the Client.</p>
	<p>37.3 Upon signing the Contract, the successful Participant shall provide the Performance Security, as per the Contract Terms and Conditions.</p>

G. Complaints	
<b>38. Complaint Procedure</b>	<p>38.1 In the event that any tenderer wishes to submit a formal complaint with regard to any aspect of the procurement process, the tenderer shall follow the procedures contained in 1.8. of EIB Guide to Procurement.</p> <p>After notification of all Participants who have submitted the proposal of the award of the Contract, unsuccessful Participant may request the Client, in writing, to provide debriefing, seeking explanations on the grounds upon their proposal was evaluated less. The Client shall promptly respond in writing and arrange a debriefing to any unsuccessful Participant who, after publication of the results, requests such debriefing.</p> <p>The Client shall allow a 10 working days standstill period in order to enable interested Participants to access to the remedies mechanism (Independent Complaints Committee: Railways of Federation of Bosnia and Herzegovina) before the contract is signed.</p> <p>Any Participant who is not satisfied with the Client's debriefing has the right to file a Complaint to the Independent Complaints Committee at the address of Client.</p> <p>Independent Complaint Committee shall act as follows:</p> <ul style="list-style-type: none"> <li>a) Interested Participant makes an appeal to the Committee with the copy to the Client not later than 7 days after the receipt of the Participant's debriefing letter in writing.</li> <li>b) The Committee shall convene as soon as reasonably practicable after a reference to it and in any event shall hold its first meeting within 10 working days of the reference.</li> <li>c) The Committee shall examine whether an appeal has been filed in due time, is allowed and submitted by an authorized person.</li> <li>d) In the context of the handling of admissible appeal, the Committee: <ul style="list-style-type: none"> <li>d.1) gathers and reviews existing information on the subject under an appeal;</li> <li>d.2) conducts appropriate inquire with a view to assessing whether the procurement procedures have been followed;</li> <li>d.3) undertakes any further investigations which it considers necessary as soon as reasonably practicable;</li> <li>d.4) ensures appropriate stakeholder engagement through fact-finding;</li> <li>d.5) reports on findings, makes recommendations regarding corrective actions and/or possible improvements of existing procedures;</li> <li>d.6) makes decisions which shall be final stage of dealing with an appeal.</li> </ul> </li> <li>e) For the purpose of review and assessment of commercial and/or technical elements of procurement process, the Committee shall rely upon Request for proposals, Evaluation Report.</li> <li>f) When examining an appeal against the actions reached under the formal tender procedure, the Committee shall consider whether the actions taken was fair and reasonable in the circumstances which may include (but is not limited to) reviewing as appropriate: <ul style="list-style-type: none"> <li>f.1) the reasons leading to and the substance of the Complaint against the Client;</li> <li>f.2) any relevant documents or statements;</li> <li>f.3) any relevant legislation;</li> <li>f.4) the extent to which standards have been breached;</li> <li>f.5) past precedents (if any) to the Client to ensure consistency as far as possible;</li> </ul> </li> <li>g) The Committee's decision shall be final and binding for all parties.</li> </ul> <p>After standstill period, or in case of complaint, after completing the complaint process, the Client shall publish in Official Journal of European Union the award of the Contract.</p> <p>Any party having or having had an interest in obtaining a particular contract and who has been or risks being harmed by an alleged infringement of the Guide to Procurement may submit a complaint to the Bank's Procurement Complaints Committee (PCC) as per Annex 8 of the EIB's Guide to Procurement. Complaints are to be submitted by mail or electronic mail (please complete the Complaint Form and send it to <a href="mailto:procurementcomplaints@eib.org">procurementcomplaints@eib.org</a>.)</p>

# Section II: Data Sheet (DS)

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A. General	
<b>ITP 1</b>	<b>Scope of Tender</b>
<b>ITP 1.1</b>	<p>The Client is Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina</p> <p>The Project is Bosnia and Herzegovina Regional Railway Project II</p> <p>The title of the Tender process is Tender for Supply of Track Maintenance Machines and Small Track Machinery</p> <p>The identification number of the Tender process is EIB-PM-02/21</p> <p>The number of contracts (lots) and titles of contracts, for which the Tender Document are issued: 1. Contract for Supply of Track Maintenance Machines and Small Track Machinery</p>
<b>ITP 2</b>	<b>Source of Funds</b>
<b>ITP 2.1</b>	The Borrower: Bosnia and Herzegovina, represented by the Ministry of Finance and Treasury
<b>ITP 6</b>	<b>Language of Tender</b>
<b>ITP 6.1</b>	The language of the Tender is English

## B. Contents of Tender Document

<b>ITP 8</b>	<b>Clarification of Tender Document, Site Visit, Pre-tender meeting</b>
<b>ITP 8.1</b>	<p>For clarification purposes only, the Client's contact details are:</p> <p>Attention: Mr. Edim Jakubovic</p> <p>Street Address: Musala 2</p> <p>City: Sarajevo</p> <p>Postal Code: 71000</p> <p>Country: Bosnia and Herzegovina</p> <p>Alternatively, the requests for clarifications may be sent to the Client's address below:</p> <p>E-mail address: edim.jakubovic@zfbh; bhzjk@bih.net.ba</p>
<b>ITP 8.1</b>	Requests for clarification shall be received by the Client no later than 15 days prior to the deadline for submission of tenders.
<b>ITP 8.4</b>	<p>A clarification meeting will not take place.</p> <p>A site visit conducted by the Client will not be organised.</p>

### C. Preparation of Tender

ITP 10	Documents Comprising the Tender
<b>ITP 10.1</b>	<p>The Participant's technical proposal shall include the following:</p> <ul style="list-style-type: none"> <li>(i) Completed Technical Specifications, including the essential technical and performance characteristics of the Goods;</li> <li>(ii) a detailed description of the Related Services;</li> <li>(iii) a description of arrangements for the maintenance, repair and spare parts stocking obligations, as per Section VI, Requirements, and Section VII, Contract Terms and Conditions;</li> <li>(iv) Statement of Compliance, including paragraph-by-paragraph commentary on Section VI, Requirements, demonstrating substantial responsiveness of the Goods and the Related services to those specifications or a statement of deviations and exceptions to the requirements;</li> <li>(v) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of 5 years, following commencement of the use of the Goods by the Purchaser;</li> <li>(vi) the delivery schedule;</li> <li>(vii) the list of planned sub-suppliers and subcontractors;</li> <li>(viii) the list of the bank(s) proposed for issuing the securities under the Contract;</li> <li>(ix) the list of insurance company(ies) proposed for provision of insurance policies under the Contract;</li> <li>(x) in the case of a participant offering to supply Goods under the Contract which the participant does not manufacture, evidence that the participant has been duly authorized by the Goods manufacturer to supply the Goods in the Purchaser's country;</li> <li>(xi) The participant shall note that, unless the Technical Specifications specifically provide otherwise, standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Client in the Technical Specifications, are intended to be descriptive only and not restrictive. The participant may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Client's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</li> </ul>
<b>ITP 10.2</b>	<p>A Participant shall provide the Contract cash flow forecast based on monthly intervals, corresponding to the proposed delivery schedule.</p>
<b>ITP 10.3</b>	<p>A Participant shall also provide the following information with the Tender:</p> <ul style="list-style-type: none"> <li>(i) All certificates, licences, permissions specified in Section VI, Technical Specifications.</li> <li>(ii) information on debarment resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;</li> <li>(iii) the names and addresses of the Participant's bank(s);</li> <li>(iv) the authorisation allowing the Client to request verification from the Participant's bank(s) and clients;</li> <li>(v) annual financial statements, supported by audit statements or tax returns/acceptance by the tax authorities for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;</li> <li>(vi) complete information on any current and past litigation and/or arbitration (with an indication of the matters in dispute, the parties involved, the amounts in dispute and the outcome, where available) resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;</li> </ul>



	<p>(vii) complete information on any termination of contracts (with an indication of the causes of the termination and the parties involved) completed or under execution by the Participant for the for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;</p> <p>(viii) Environmental, Social, Health and Safety certificates, in-house policies and procedures;</p> <p>(ix) If a Participant refers to the experience and capability of the parent company in order to meet the qualification requirements, the Participant shall also provide:</p> <p>(a) the parent company guarantee; and</p> <p>(b) written confirmation authorising the signatory of the parent company guarantee.</p>
<b>ITP 12</b>	<b>Alternative Tenders</b>
<b>ITP 12.1</b>	<p>Alternative Tenders shall not be permitted.</p> <p>Alternative technical solutions are not permitted.</p> <p>Alternative Times for Completion are not permitted.</p>
<b>ITP 13</b>	<b>Tender Prices and Discounts</b> Prices shall not be adjustable.
<b>ITP 13.1</b>	<p>The prices quoted by the Participant shall be fixed during the performance of the Contract in accordance with the provisions of the Conditions of Contract.</p> <p>The participant shall quote prices as required in the Price Schedules included in Section V, Forms.</p> <p>The participant shall indicate on the Price Schedule the unit price and total Tender price of the Goods and the Related services it proposes to supply under the contract.</p> <p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>The price of the Goods shall be quoted on the basis of CIP Sarajevo.</p>
<b>ITP 14</b>	<b>Currency of the Tender</b>
<b>ITP 14.1</b>	The prices shall be quoted by the Participant entirely in EUR.
<b>ITP 16</b>	<b>Period of Validity of Tenders</b>
<b>ITP 16.1</b>	The tender validity period shall be 90 calendar days from the date of tender opening.
<b>ITP 17</b>	<b>Tender Security</b>
<b>ITP 17.1</b>	<p>A tender security is required.</p> <p>The tender security shall be equivalent of 3% (three percent) of the tender price.</p>
<b>ITP 17.3</b>	The Participant shall also provide information about the current credit rating of the issuing bank by Moody's or Standard & Poor's or other rating agencies.
<b>ITP 18</b>	<b>Format and Signing of Tender</b>
<b>ITP 18.1</b>	In addition to the original version of the tender, the number of copies required is 5 (five).
<b>ITP 18.2</b>	The written confirmation of authorisation to sign on behalf of the Participant shall consist of a Power of Attorney: indicating that the person(s) signing the tender has/have the authority to sign the tender and the tender is thus binding upon the Participant.

D. Submission of Tender	
<b>ITP 19</b>	<b>Submission of Tenders</b>
<b>ITP 19.1</b>	<p>Participants shall not have the option of submitting their tenders electronically.</p> <p>Procedures for submission, sealing and marking are as follows:</p> <p>The participant submitting tender by hand shall enclose the original and copies of the tenders in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL" and "COPY". These envelopes shall then be enclosed in one single package and sealed;</p> <p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Participant ;</li> <li>(b) be addressed to the Client, as per ITP 21.1;</li> <li>(c) bear the specific identification of this Tendering process; and</li> <li>(d) bear a warning not to open before the time and date for Tender Opening.</li> </ul> <p>If envelopes and packages are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the tender.</p>
<b>ITP 20</b>	<b>Withdrawal and Modification of Tenders</b>
<b>ITP 20.1</b>	<p>A participant may withdraw or modify its tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation. The corresponding modification of the Tender shall be enclosed to the respective written notice. All notices must be prepared and submitted in accordance with ITP 19 with a number of copies, as per ITP 18, and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification".</p> <p>Tenders requested to be withdrawn shall be returned to the Participant s as soon as practicable.</p>
<b>ITP 21</b>	<b>Deadline for Submission of Tenders</b>
<b>ITP 21.1</b>	<p>For tender submission purposes the Client's address is:</p> <p>Attention: Mr. Edim Jakubovic</p> <p>Street Address: Musala 2</p> <p>City: Sarajevo</p> <p>Postal Code: 71000</p> <p>Country: Bosnia and Herzegovina</p> <p>The deadline for Tender submission is:</p> <p>Date: 15 March 2021.</p> <p>Time: 12.00 CET</p>

ITP 23	<b>Tender Opening</b>
<b>ITP 23.1</b>	<p>The Client shall conduct the Tender Opening at</p> <p>Date: 15 March 2021</p> <p>Time: 12.10 CET</p> <p>in the presence of Participant s' designated representatives, who chooses to attend, and at the address specified below:</p> <p>The Tender Opening shall take place at:</p> <p>Street Address: Musala 2</p> <p>City: Sarajevo</p> <p>Postal Code: 71000</p> <p>Country: Bosnia and Herzegovina</p> <p>First, submissions marked "Withdrawal" shall be read out and the corresponding tenders shall not be opened, but returned to the Participant s. No tender withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.</p> <p>Next, submissions marked "Modification" shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.</p> <p>The Client shall open all other tenders one at a time and read out: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.</p> <p>No tenders shall be rejected at the Tender Opening, except for late tenders, which shall be returned unopened to the tenderer.</p>

# Section III: Evaluation Methodology

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## A. Tender Evaluation Methodology

### Preliminary Examination

Tenders will be examined to check that all documents required by the Tender Document have been submitted and are included in the individual tenders.

Where appropriate, subject to the provisions of ITP 28, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Tenders that are not substantially responsive to the requirements of the Tender Document shall not be considered further and will be deemed to be rejected.

### Detailed Examination

Tenders accepted for further examination to verify that they are in order. Such verification shall include ensuring documents are correctly signed, validity period is correct, the tender security is substantially responsive (is in an acceptable format and amount), forms contain all the required information etc.

To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Participants, subject to the provisions of ITP 25, the Client may, at its discretion, ask any Participant for a clarification of its Tender, allowing a reasonable time for response.

Where appropriate, subject to the provisions of ITP 28, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Tenders that are found after detailed examination not to be substantially responsive to the requirements of the Tender Document shall be rejected.

### Correction of Arithmetical Errors

The Client shall check the arithmetic and correct any arithmetical errors of the tenders, which passed the detailed examination and shall correct any errors in accordance with the provision of ITP 30.

### Discounts

The Client will adjust the tender price, using the methodology prescribed by the Participant in his Letter of Tender.

In the event of any ambiguity in the Participant's methodology, the benefit of the doubt shall be given to the Client. If a Participant does not accept the Client's determination, its tender shall be declared non-responsive and its tender security may be forfeited.

### Commercial and Technical Evaluation and Adjustments

The Client shall evaluate the legal, commercial and technical components of tenders in respect of the requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, based on the information submitted pursuant to the requirements of ITP 10.1 and ITP 12.1.

Tenders that are not substantially responsive to the requirements of the Tender Document shall not be considered further and shall be rejected.

The Client's estimated cost of all quantifiable nonmaterial deviations or omissions shall be added to the applicable tender price based on the corresponding tender prices of other responsive Participants or other appropriate market prices.

The Client's evaluation of a tender will exclude and not take into account:

- (a) in the case of goods to be supplied from within the Client's country, or from abroad, sales and other similar taxes on the finished goods which will be payable in the Client's country, if a Contract is awarded to the tenderer;
- (b) in the case of goods to be supplied from within the Client's country, customs duties or other similar import taxes on directly imported components incorporated or to be incorporated in the goods, payable in the Client's country, if a Contract is awarded to the tenderer.

### **Performance and Productivity of the Equipment**

The Machinery that does not equal or exceed the performance and productivity standards stipulated in the technical specifications will be rejected as non-compliant and will not be evaluated further.

### **Determination of the Evaluated Tender Price**

The most economically advantageous tender is the tender, which has the lowest evaluated tender price.

### **Verification of Qualification**

The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the eligibility and qualification criteria and requirements, specified in Section IV, Eligibility and Qualification Criteria, as per the methodology, defined in Part B of Section III, Evaluation Methodology.

The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant pursuant to the requirements of ITP 10.1.

An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous and substantially responsive Tender to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.

### **Award of Contract**

The Client shall award the contract to the qualified Participant submitting the most economically advantageous tender, substantially responsive to the requirements of the Tender Document.

## **B. Qualification Requirements**

To be qualified for the Contract award, a Participant must demonstrate to the Client that it substantially meets all eligibility criteria, defined in ITP 4, as well as the qualification criteria specified in Section IV, Eligibility and Qualification Criteria, and defined below:

### **Financial Situation**

The financial information shall be provided for the time periods stated in Section IV, Eligibility and Qualification Tables.

The monetary values in the respective Forms shall be expressed in equivalent of EUR.

The values in other currencies than the defined currency should be recalculated into the above stated currency, based on the exchange rate as set by Central Bank of Bosnia and Herzegovina or similar institution on the 1st of July of each year reported.

The values of the projected assets, unencumbered real assets, planned lines of credit, and other financial means, as well as liabilities and commitments for the period of the expected contract implementation, shall be recalculated into the above stated currency, using the exchange rates, set by the above mentioned bank, as of the date of the Invitation for Tendering.

The submitted annual financial statements for the required period must demonstrate the soundness of the Participant's financial position, showing long term profitability. Consistent losses or a risk of insolvency shown in the accounts may be cause for the disqualification of the Participant.

The Participant shall have the financial resources free of ongoing obligations and/or pending contract awards, for which the Participant shall provide information.

Where necessary, the Client may make inquiries with the Participant's banks.

### **Experience**

The Participant shall meet the minimum criteria for general, management and specific experience for the time period stated in Section IV, Eligibility and Qualification Criteria.

Where necessary, the Client may make inquiries with the Participant's clients in respect of the reference projects/contracts.

### **Manufacturing Capacity**

The Participant shall demonstrate that he, or his manufacturer/supplier, has the manufacturing capacity to produce the required goods during the planned Contract implementation period, taking into account the commitments under other contracts.

### **Environmental, Social, Health and Safety (ESHS)**

The Participant shall meet the criteria for ESHS.

### **Historical Contract Non-Performance**

The information in respect of litigation and/or arbitration shall be provided for the time period stated in Section IV, Eligibility and Qualification Criteria, including any pending litigations and/or arbitration.

A consistent history of litigation and/or arbitration awards against the Participant or any partner of a JVCA or their non-performance under the contracts may result in rejection of the tender.

Moreover, if a Participant, following the judicial proceedings provided for adequate due process, is formally debarred from contracting activities by the law or official regulation of the Client's country or by the Bank, and the Client may not enter into a contract with such Participant, the Client may reject the tender.

This determination shall be based solely on fully settled disputes or litigations. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Participant have been exhausted.

### **Specific Requirements with regard to JVCA**

JVCA's must satisfy the following minimum qualification requirements:

- (a) the JVCA must satisfy collectively all the qualification criteria, for which purpose the relevant figures for each of the partners shall be added to arrive at the JVCA's total capacity;
- (b) each partner of JVCA shall fully satisfy the requirements with regard to the soundness of the financial position and non-performance history. They also shall individually meet the share/percentage of certain qualifying criteria, as stated in Section IV, Eligibility and Qualification Criteria.

# Section IV: Eligibility and Qualification Criteria

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In order to demonstrate compliance with the qualification criteria, the Participant shall provide all the requested information in accordance with the forms provided in Section V, Forms.

Factor	Table 1. Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Participant			
			Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
1.1 Conflict of Interest	No conflicts of interests, as described in ITP 4.3	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Covenant of Integrity
1.2 Bank Ineligibility	Compliance with conditions of ITP 4.5	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Covenant of Integrity
1.3 Affiliation	Compliance with conditions of ITP 4.6	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form ELI-1 (for JVCA also Form ELI-2) with attachments
1.4 Ineligibility based on a conviction of an intentional crime, the national law prohibition UN SC decisions	Compliance with conditions of ITP 4.8	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Covenant of Integrity

N/A denotes "NOT APPLICABLE"

Factor	Table 2. Financial Situation						
Sub-Factor	Criteria						Documentation Required
	Requirement	Participant					
		Single Entity	Joint Venture, Consortium or Association				
			All partners combined	The Lead Partner	Each Other Partner		
The information shall be provided for the period of 2017 to 2019							
2.1 Historical Financial Performance	Submission of audited balance sheets, or if not required by the law of the Participant's country, other financial statements acceptable to the Client	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Must meet requirement	Form FIN-1 with attachments
2.2. Average Annual Turnover	Minimum average annual turnover EUR 4,950,000	Must meet requirement	Must meet requirement	Must meet minimum 50 percent of the requirement	Must meet minimum 20 percent of the requirement	Must meet minimum 20 percent of the requirement	Form FIN-2
2.3. Financial Resources	The Participant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: EUR 2.300,000 and (ii) the overall cash flow requirements for this Contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet minimum 100% percent of the requirement	N/A	N/A	Form FIN-3 AND Form FIN-4

Factor	Table 3. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
The information shall be provided for the period of 2015 to 2019						
3.1 General experience	Experience as a supplier, in the execution of at least 2 contracts, each with a value at least EUR 2,600,000, that have been successfully and substantially completed and that are similar to the proposed contract.  The similarity shall be based on the nature of the goods, but may take into account other key characteristics of the Contract, as described in Section VI, Requirements.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form EXP-1G
3.2 Specific Experience	For the above, or other contracts, experience in execution the following specific activities and services: [list specific activities and respective volume or critical rates]	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP-3G

Factor	Table 4. Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
The information shall be provided for the period of 2015 to 2019						
4.1 History of non-performance under the contracts	The Participant, or any partner in a JVCA, shall not have a consistent history of litigation and/or arbitration resulting in awards against the Participant, or any partner in a JVCA.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form HIS-1
4.2 Pending Litigations	All pending litigation shall in total not represent more than 30 percent of the Participant’s net worth and shall be treated as resolved against the Participant.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form HIS-1

Factor	Table 5. Environmental, Social, Health and Safety (ESHS)					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
5.1 ESHS Certifications and Documents	Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Participant), such as Environmental management certificate ISO 14001; and Health and safety certificate OHSAS 18001.  In absence of the above certificates, availability of in-house policies and procedures for ESHS management.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form ESHS-1G

## Section V: Tender Forms

This Section contains Forms which must be completed and submitted by the Participant.

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## Letter of Tender

*The Participant must prepare the Letter of Tender on stationery with its letterhead clearly showing the Participant's complete name and address. All text within square brackets [ ] is for guidance in preparing this form and shall be deleted by the Participant from the final document.*

*The Form may need to be amended, taking into account the requirements and standard forms of the Contract, included in Section VII, Contract Terms and Conditions.*

*Regardless the standard forms used, the Covenant of Integrity must be attached to the Letter of Tender.*

Date:

Tendering No: *[insert the number]*

Contract: *[insert the title]*

To: *[insert the Client's name]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instructions to Participants (ITP);
- (b) We offer to supply the Goods in conformity with the above referenced Tender Document for: \_\_\_\_\_;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, **exclusive** of VAT, is: \_\_\_\_\_ *[enter figures and words]*

***Amend the wording as appropriate to reflect the VAT requirements***

and the total price of our Tender, excluding any discounts offered in item (d) below, **inclusive** of VAT, is: \_\_\_\_\_ *[enter figures and words]*;

- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our Tender shall be valid for a period of \_\_\_\_\_ *[insert validity period as specified in ITP]* days from the tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Contract;
- (h) We, any sub-contractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (i) We, including any sub-contractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;
- (j) We, including any of our sub-contractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or

administrative proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.

- (k) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (l) We are **[not]** a government owned entity **[but meet the requirements of ITP]**;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract **[If none has been paid or is to be paid, state "N/A"]**:

Name of Recipient	Address	Reason	Amount

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed;
- (o) We understand that you are not bound to accept the most economically advantageous tender or any other Tender that you may receive; and
- (p) If awarded the Contract, the person named below shall act as Supplier's Representative:

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the Tender for and on behalf of:	
Date:	



## Covenant of Integrity

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

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

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy<sup>1</sup>

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

<sup>1</sup> EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>).

## Environmental and Social Covenant Template

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

*Labour standards.* We further commit to the principles of the eight Core ILO standards<sup>2</sup> pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems<sup>3</sup>; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*<sup>4</sup> and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting *[insert periodicity as indicated in the tender documents]* environmental and social monitoring reports to *[insert name of the Contracting Authority]*; and (ii) complying with the measures assigned to us as set forth in the environmental permits *[insert name of the relevant document if applicable]*<sup>5</sup> and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide *[insert name of the Contracting Authority]* with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with *[insert name of the Contracting Authority]*, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with *[insert name of the Contracting Authority]*, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

<sup>2</sup> <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

<sup>3</sup> [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang--en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm)

<sup>4</sup> For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

<sup>5</sup> For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

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

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

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

## Enclosures to the Letter of Tender

### Price Schedules

Participant's Legal Name: \_\_\_\_\_

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

Tender No.: \_\_\_\_\_

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#### GOODS TO BE SUPPLIED

Item	Description	Qty.	Unit price	Total price
			CIP Sarajevo	
			Currency*	Currency* 1x2
		1	2	3
1	Heavy Motor Machine with Overhead Platform for Catenary Maintenance	2 pcs		
2	Heavy Motor Machine with Crane and other Accesories	1 pc		
3	Small Track Machinery Rail Profile Grinder	2 pcs		
4	Small Track Machinery Sleeper Drilling Machine	2 pcs		
5	Small Track Machinery Heavy Duty Coachscrewing Machine	2 pcs		
6	Small Track Machinery Rail Drilling Machine	2 pcs		
	<b>TOTAL (TO GRAND SUMMARY)</b>			

Signature of the Participant \_\_\_\_\_

[\* **Specify currency in accordance with ITP 14.**  
**If more than one currency is allowed and used, please fill in a separate table for each currency]**

## Form of Tender Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

***Note for the Participant - All italicised text is for use in preparing this form and shall be deleted from the final document.***

***[Guarantor Letterhead and SWIFT identifier code]***

To: ***[Insert name and address of Beneficiary (the Client)]***

Date: ***[Insert date of issue]***

Type of Guarantee: Tender Security

Guarantee No.: ***[Insert guarantee reference number]***

The Guarantor: ***[Insert name and address of place of issue, unless indicated in letterhead]***

The Participant ***[Insert name and address of the Participant]***

The Beneficiary: ***[Insert name and address of the Client]***

The Underlying Relationship: The Participant's obligation in respect of ***[insert reference number and details of the Invitation to Tender]***

Guarantee Amount and currency: ***[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]***

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

A written statement stating that the Participant is in breach of its obligation(s) under the Tender conditions, because the Participant:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Participant in the Letter of Tender; or
- (b) does not accept the correction of arithmetic errors, in accordance with the Tender Document; or,
- (c) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document.

Language of any required documents: ***[Insert the language as per the Tender Document]***

Form of Presentation: ***[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]***

Time as from which a demand can be presented if different from the date of issue: A demand under this guarantee may be presented as from the due date for the submission of tenders

Guarantee Expiry:

The Guarantee shall expire:

- (a) if the Participant is the successful Participant , upon our receipt of copies of the Contract signed by the Participant and the performance security issued to you upon the instruction of the Participant; and
- (b) if the Participant is not the successful Participant , upon the earlier of (i) our receipt of a copy your notification to the Participant of the name of the successful Participant ; or (ii) twenty-eight days after the expiration of the Participant's Tender.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... **[Seal of Bank and Signature(s) of authorised representatives of the bank]. . . . .**

## Schedule of Supplementary Information

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. The Schedule of Supplementary Information consists of the following information:

- (i) Details of Proposed Insurer (s); and
- (ii) Details of Proposed Bank Issuing Performance and Advance Payment Securities.

### ***Details of proposed Insurer(s)***

The Participant shall provide name(s) and address(s) the insurer(s) and its/their principal terms for the insurances required under the Contract.

### ***Details of Proposed Bank Issuing Performance and Advance Payment Securities***

The Participant shall provide the name and the address of the issuing bank, which will provide the Performance and Advance Payment Securities. The Participant shall also provide information about the current credit rating of the issuing bank by Moody's or Standard & Poor's or other rating agencies.

## Form PS-1: List of Proposed Subcontractors

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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SUBCONTRACTORS AND SUPPLIERS	
Subcontractor/Supplier Name and Address	Brief Description of the Services/Works/Supplies, including expected share of the contract scope

Where the Participant proposes to use a named subcontractor/sub-supplier for the execution of any part of the contracts, the Participant shall provide the following information for each proposed subcontractor:

- name, head office address;
- place of incorporation/registration;
- year of incorporation/registration and contact details;
- brief description and the estimated value of the part of the contract, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor(s) to perform the proposed part of the contract including:
  - (a) experience and past performance on the execution of works/provision of services/supply of goods;
  - (b) capabilities with respect to personnel, equipment, and construction; and
  - (c) financial position
- appropriate justification of the need for the use of the proposed sub-contractor for the execution of the contract

**[The data on sub-contractors/suppliers should be supplied using the respective Forms (to be marked with \*) for each sub-contractor/supplier]**



## Form MAN-1: Manufacturer's Authorisation

*The Participant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. All text within square brackets [ ] is for use in preparing this form and shall be deleted from the final document.*

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Client]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorise *[insert complete name of Participant]* to submit a tender the purpose of which is to provide the following goods, *[insert name and or brief description of the goods]*, manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Participant's Eligibility and Qualification Forms

To establish its qualifications to perform the Contract in accordance with Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in the corresponding Information Sheets included hereunder.

## Form ELI-1: Participant Eligibility Information Sheet

Participant's Legal Name: \_\_\_\_\_

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

Tender No.: \_\_\_\_\_

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Participant Information	
Participant's legal name	
In case of JVCA, legal name of each partner	
Participant's actual or intended country of constitution, Incorporation, or Registration	
Participant's year of constitution, Incorporation, or Registration	
Participant's legal address in country of constitution	
Participant's authorized representative (name, address, telephone numbers, email address)	

**Attached are copies of the following original documents.**

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.

2. Authorization to represent the firm or JVCA named in above, in accordance with ITP 13.

3. In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITP 10.

4. In case of a government-owned entity, any additional documents required to comply with ITP 4.

## Form ELI-2: JVCA Information Sheet

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Each member of a JVCA must complete this form

JVCA Information	
Participant's legal name	
JVCA Partner's legal name	
JVCA Partner's country of constitution	
JVCA Partner's year of constitution	
JVCA Partner's legal address in country of constitution	
JVCA Partner's authorized representative information (name, address, telephone numbers, fax numbers, email address)	
<b>Attached are copies of the following original documents.</b>	
<input style="width: 40px; height: 20px; border: 2px solid black;" type="checkbox"/>	1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.
<input style="width: 40px; height: 20px; border: 2px solid black;" type="checkbox"/>	2. Authorization to represent the firm named above, in accordance with ITP 13.
<input style="width: 40px; height: 20px; border: 2px solid black;" type="checkbox"/>	3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP 4.

## Form FIN-1: Financial Situation

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Each Participant or member of a JVCA must complete this form with the Financial Data for the previous 3 years.

### Information from Balance Sheet (EUR equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year 3: (Enter year)
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

### Information from Income Statement (EUR equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year 3: (Enter year)
Total Revenues			
Profits Before Taxes			
Profits After Taxes			



Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the Participant or partner to a JVCA.

Historic financial statements must be audited by a certified accountant.

Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## Form FIN-2: Average Annual Turnover

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Each Participant or member of a JVCA must fill in this form

Annual Turnover Data for the last 3 years			
Year	Amount Currency	Exchange Rate	EUR equivalent
Average Annual Turnover			

*The information supplied should be the Annual Turnover of the Participant or each member of a JVCA.*

## Form FIN-3: Financial Resources

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Section IV, Eligibility and Qualification Criteria.

No.	Source of financing	Amount (EUR equivalent)
1		
2		
3		
4		

## Form FIN-4: Current Contract Commitments and Pending Awards

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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Participants and each partner to a JVCA should provide information on their current commitments on all contracts that they have been awarded, or for which a letter of intent or acceptance has been received, or lastly for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract	Client Contact address/tel/email	Value of outstanding works or supply (current EUR equivalent)	Estimated completion date	Average monthly invoicing over last twelve months (EUR equivalent)/month
1.				
2.				
3.				
4.				
5.				
etc.				



## Form EXP-1G: General Experience

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Each Participant or member of a JVCA must complete this form.

General Experience			
Starting Month/Year	Ending Month/Year	Months	Contract Identification and Name Name and Address of Client Brief Description of the Scope of supply

## Form EXP-3G: Specific Experience

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**Complete one (1) form per Contract.**

Contract of Similar Size and Nature			
Contract No . . . . . of . . . . .	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	<b><i>EUR equivalent</i></b>		
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number email			
Description of the contract (reflecting similarity in accordance with the respective criteria, specified in Section III, Evaluation Methodology)			

## Form HIS-1: Historical Contract Non-Performance and Pending Litigations

The following table shall be filled in for the Participant and for each partner of a JVCA

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Evaluation Methodology					
Participants, including each partner of a JVCA, shall detail below any current and past litigation and/or arbitration (with an indication of the matters in dispute, the parties involved, the amounts in dispute and the outcome, where available) resulting from contracts completed or under execution by the Participant, including each partner of a JVCA, during the number of years specified in Section III, Evaluation Methodology					
Year	Contract	Parties involved	Cause of litigation or matter in dispute	Disputed amount (EUR equivalent)	Outcome of the dispute/litigation

The following abbreviations shall be used: F - dispute/litigation was resolved in favour of the Participant (or partner of a JVCA), A - the decision on dispute/litigation was against the Participant, or P - dispute/litigation is still in progress.

Pending Litigation, in accordance with Section III, Evaluation Methodology			
<input type="checkbox"/>	No pending litigation in accordance with Section III, Evaluation Methodology		
<input type="checkbox"/>	Pending litigation in accordance with Section III, Evaluation Methodology.		
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, EUR equivalent)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	

## Form ESHS-1G: ESHS Certifications and Documents

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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DESCRIPTION	INFORMATION
Identification of the certificate	_____ <i>[insert full name of the certificate]</i>
Date of Issue	_____ <i>[insert day, month, year of the certificate]</i>
Areas covered by the certificate	_____ <i>[activities and locations]</i>
Expiry date	_____ <i>[insert day, month, year]</i>
Issuers Name	_____ <i>[insert full name]</i>
Address	_____ <i>[insert street / number / town or city / country]</i>
Telephone/fax number	_____ <i>[insert phone/fax no., including country and city area codes]</i>
E-mail	_____ <i>[insert e-mail address]</i>
Compliance with international standards	<i>The certificate is</i> ISO 14001 <input type="checkbox"/> Yes / <input type="checkbox"/> No OHSAS 18001 <input type="checkbox"/> Yes / <input type="checkbox"/> No

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

In absence of ISO/OHSAS certificates or proof of conformity with these standards, the Participant shall provide the following information:

	DESCRIPTION	SUPPORTING DOCUMENTATION
1	Health & Safety Policy	Policy document or the index of the health & safety manual or other relevant documents.
2	Environmental Management Policy	Policy document or the index of the Environmental Management manual or other relevant documents.
3	Declaration of compliance with ILO core labour standards in operations	The Participant certifies (by ticking explicitly) complying with the following core labour standards: <ul style="list-style-type: none"> <li><input type="checkbox"/> Freedom of Association;</li> <li><input type="checkbox"/> Forced Labour;</li> <li><input type="checkbox"/> Discrimination;</li> <li><input type="checkbox"/> Child Labour.</li> </ul>
4	Reviews, inspections and audits related to ESHS issues within the company and especially on construction sites	Provide list of such reviews or audits which were carried out during the <b><i>[state the period, as per Section III, Evaluation Methodology]</i></b>
5	Internal and external integration and enforcement policy	Provide information on: <ul style="list-style-type: none"> <li>(a) How the Participant ensures that all members of a JVCA, suppliers or temporary workforce are aware of and comply with ESHS requirements;</li> <li>(b) Nature and content of the ESHS trainings provided to employees.</li> </ul>
6	Procedures on main ESHS issues	Unless information is already provided in policy documents submitted under the requirements of Articles 1 and 2 above, the brief description of the in-house policies and procedures shall be provided, covering the following issues, as appropriate for the Contract: <ul style="list-style-type: none"> <li>(a) ESHS resources and facilities and ESHS monitoring organization;</li> <li>(b) Manufacturing areas management;</li> <li>(c) Health &amp; Safety;</li> <li>(d) Relations with stakeholders, information and consultation of local communities and authorities;</li> <li>(e) Hazardous products;</li> <li>(f) Wastewater (effluents);</li> <li>(g) Atmospheric emissions, noise and vibrations;</li> <li>(h) Waste management.</li> </ul>

## Form MAN-2: Manufacturer's Capacity

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

The Participant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation Methodology. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Participant. The Participant shall provide all the information requested below, to the extent possible.

Type of Manufacturing line		
Manufacturing Line Information	Name of plant/workshop	
	Capacity	Year of installation
Current Status	Current commitments	
Type of access	Details of current commitments	
Owner	Name of Owner	
	Address of Owner	
	Contact name and title	Telephone
	Fax	E-mail
Legal basis to use	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Contracted	

## Form IRC: Information Request Consent

***[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]***

Date: ***[insert the date]***

To: Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina, Kneza Milosa 105, 74000 Dobož, Bosnia and Herzegovina

Sirs,

Being duly authorised to represent and act on behalf of ***[insert the Participant's or a JVCA partner's name]*** (hereinafter "the Participant") the undersigned hereby applies to be prequalified by Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina (hereinafter "the Client") as a Participant for a contract under the Bosnia and Herzegovina Regional Railway Project II- Supply of Track Maintenance Machines and Small Track Machinery project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify the statements and information submitted in connection with our application, and to seek clarification regarding any technical aspects of our application

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our application, such as our resources, experience, and competence.

Signed \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of

***[name of the Participant or a JVCA partner]***

## Form BIRC: Bank Information Request Consent

***[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]***

Date: ***[insert the date]***

To: ***[name and address of the bank]***

Sirs,

Being duly authorised to represent and act on behalf of ***[insert the Participant's or a JVCA partner's name]*** (hereinafter "the Participant") the undersigned hereby applies to be prequalified by Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina (hereinafter "the Client") as a tenderer for a contract under the Bosnia and Herzegovina Regional Railway Project II- Supply of Track Maintenance Machines and Small Track Machinery project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify with you the statements, documents and information submitted in connection with our application, and to seek clarification from you regarding our financial position.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our application.

Signed \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of

***[name of the Participant or a JVCA partner]***



# Section VI: Requirements

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## 1. Scope of Supply

1.1 List of Goods		
List No.	Name of Goods	Quantity
1	Heavy Motor Machine with Overhead Platform for Catenary Maintenance	2 pcs
2	Heavy Motor Machine with Crane and other Accesories	1 pc
3	Small Track machinery- Rail Profile Grinder	2 pcs
4	Small Track machinery- Sleeper Drilling Machine	2 pcs
5	Small Track machinery- Heavy Duty Coachscrewing Machine	2 pcs
6	Small Track machinery- Rail Drilling Machine	2 pcs

Recommended spare parts for service and maintenance for 2 years of operation for each item, after expiry of the warranty period.

Supplier to specify

1.2 List of Recommended Spare Parts			
List No.	Name of Recommended Spare Parts	Brief Description	Quantity

## 2. Delivery and Completion Requirements

The delivery schedule expressed as months stipulates hereafter a delivery date which is the date of delivery of the Goods and Related Services, as per the terms of the Contract.

### GOODS

The Goods shall be delivered within the periods stated below starting from the Commencement Date, defined as the date of advance payment.

Item	Description	Qty.	Destination	Delivery period
1	Heavy Motor Machine with Overhead Platform for Catenary Maintenance	2 pcs	CIP Sarajevo	20 months
2	Heavy Motor Machine with Crane and other Accessories	1 pc	CIP Sarajevo	20 months
3	Small Track machinery- Rail Profile Grinder	2 pcs	CIP Sarajevo	3 months
4	Small Track machinery- Sleeper Drilling Machine	2 pcs	CIP Sarajevo	3 months
5	Small Track machinery- Heavy Duty Coachscrewing Machine	2 pcs	CIP Sarajevo	3 months
6	Small Track machinery- Rail Drilling Machine	2 pcs	CIP Sarajevo	3 months

### 3. Technical Specifications

Item No.	Full Technical Specification of Goods required	
0	<b>General technical conditions for machines:</b> The machines must comply with ISO and UIC standards. The equipment should be in accordance with manufacturers standard specification for such equipment and meet manufacturers standards for quality and manufacturing. The equipment should be of manufacturers latest design and production line. All parts and components shall be new and unused.	
0.1.	<b>Lines:</b> The machines being subject of this procurement shall be used on railway lines with the following characteristics:	
0.1.1.	Track gauge	1435 mm
0.1.2.	Distance between the sleepers	60-65 cm
0.1.3.	Width of double sleepers on rail joints	52 cm
0.1.4.	Wooden sleepers (open line) dimensions weight Wooden sleepers (for switches) dimensions weight	26 x 16 x 260 cm 120 kg 26 x 16 x 510 cm 230 kg
0.1.5.	Concrete sleepers (open line) dimensions weight Concrete sleepers (for switches) dimensions weight	260 cm 300 kg 480 cm 560 kg
0.1.6.	Track fastening- type	K, SKL-1, SKL-2, SKL-12, SKL-14, Pandrol
0.1.7.	Rail type	S-45, 49E1, 60E1
0.1.8.	Switch type	S-45 / 49-180-7° S-45 / 49-200-6° 49-300-6-S° S-45 / 49-215-6° 49-500-4-S° 45 '49.1' ' S-49-1200-3° 35 '38.6' ' S-49-1200-3° UIC 60-200-6° UIC 60-300-6°
0.1.9.	Minimum curve radius (open line)	250 m
0.1.10.	Minimum curve radius (in stations)	180 m
0.1.11.	Minimum curve radius for drive	80 m
0.1.12.	Maximum superelevation	150 mm
0.1.13.	Maximum track gradient	25 ‰
0.1.14.	Maximum axle load	22.5 t
0.1.15.	The lines are: <ul style="list-style-type: none"> <li>with continuously welded rails</li> <li>with rail joints</li> </ul>	CWR Joint rail
0.1.16.	The lines are equipped with: <ul style="list-style-type: none"> <li>automatic block signalling</li> <li>telecommand</li> </ul>	APB TK
0.1.17.	Loading profile according to UIC standards and leaflets	YR; UIC GA; UIC GB; UIC 505; UIC 506;
0.1.18.	Ballast bed	Crushed stone balast

0.1.19.	Overhead contact network	25 kV, 50 Hz
<b>0.2.</b>	<b>Specific technical conditions:</b> The machines being subject of this procurement should satisfy the following conditions:	
0.2.1.	Operation at a maximum temperature	+45° C
0.2.2.	Operation at a minimum temperature	-25° C
0.2.3.	Operation at highest altitude	800 m
0.2.4.	Machines should be manufactured as self-propelled with the following running speeds: <ul style="list-style-type: none"> <li>• self-propelled</li> <li>• included in the train</li> </ul>	100 km / h 100 km / h
0.2.5.	Braking stopping distance must be less than	400 m
0.2.6.	Axle and wheel material should be in accordance with UIC standards for maintenance: <ul style="list-style-type: none"> <li>• axles</li> <li>• wheels</li> </ul>	UIC 811.1 UIC 812.3 R7
0.2.7.	Machines should have buffing and draw gear in accordance with the UIC standards: <ul style="list-style-type: none"> <li>• bumpers</li> <li>• draw hook</li> <li>• clutch</li> <li>• two places for signals</li> </ul>	UIC 828 UIC 825 UIC 826 UIC 532
0.2.8.	The engine must be diesel with liquid cooling	
0.2.9.	Cabins, control desks and seats must meet ergonomic requirements	
0.2.10.	Machines must fit into the loading profile in accordance with UIC standards.	UIC GA; UIC GB; UIC 505; UIC 506
0.2.11.	Braking equipment adopted in Railways of Bosnia and Herzegovina, Knorr or equivalent in accordance with the UIC standards.	UIC 540-549
0.2.12.	The cabin should be suitably designed for all weather conditions, closed, with a height of minimum 2 m and with: <ul style="list-style-type: none"> <li>• acoustic and thermal insulation</li> <li>• fire-extinguishing equipment</li> <li>• air conditioning</li> <li>• heating</li> <li>• ventilation unit</li> <li>• noise less than</li> </ul>	80 dB
0.2.13.	The cabin should be located so as to ensure visibility for driving in both directions as well as to ensure visibility of the place of operation when operating in each direction. <ul style="list-style-type: none"> <li>• Two control panels</li> <li>• Two air horns in both directions</li> </ul>	UIC 651 UIC 644
0.2.14.	Tinted safety glass windows and sliding window should be provided on both sides of the driver's seat.	
0.2.15.	The cabin should be equipped with control devices for operation and driving: <ul style="list-style-type: none"> <li>• analog/digital clock</li> <li>• registered tachograph</li> <li>• odometer</li> <li>• rpm meter</li> <li>• ammeter</li> <li>• voltmeter</li> <li>• vigilance device</li> <li>• fuel level and consumption indicator</li> <li>• engine temperature indicator</li> <li>• oil pressure indicator</li> <li>• air pressure indicator</li> </ul>	

	<ul style="list-style-type: none"> <li>• fault warning indicators due to machine defects</li> <li>• windscreen demisting device</li> <li>• windscreen wipers and washers</li> <li>• horns</li> </ul> <p>Note: The manufacturer may suggest new technology solutions</p>	
0.2.16.	Lights and signalling equipment should be in accordance to UIC and Bosnia and Herzegovina standards, and should enable work during the night.	UIC 534
0.2.17.	Machines must have a permission for traffic and operations on railway lines, issued by a EU railway authority, member of UIC	
0.2.18.	<p>Two (2) copies of certificates of the authorized institutions must be provided for the following items:</p> <ul style="list-style-type: none"> <li>• Certificate for diesel engine</li> <li>• Certificate for transmission</li> <li>• Ultrasonic certificate for axles and wheels</li> <li>• Certificates for axles and wheels</li> <li>• Certificates for hydraulics</li> <li>• Certificates for pneumatics</li> <li>• Certificate for the pressure in the air tank</li> <li>• Certificate for electrical installations</li> <li>• Certificate for noise and vibration level in the cabin</li> <li>• Weight list</li> <li>• Measuring leaf frame of the machine with all necessary dimensions</li> <li>• Certificate for welding</li> <li>• Color certificate</li> <li>• Certificate for the windscreen and other windows</li> <li>• Certificate of movement</li> <li>• Confirmation of the test drive</li> <li>• Certificates for brakes</li> </ul>	UIC-ORE
0.2.19.	Machines frame must be made of reinforced steel profiles.	
0.2.20.	All cables, pipes and electrical installation should be protected from climate and other external conditions.	
0.2.21.	Machines should be able to operate in curves, superelevations and tunnels.	
0.2.22.	Manufacturer may propose an automatic warning system for the track maintenance staff.	
<b>1</b>	<p><b>Heavy Motor Machine with Overhead Platform for Catenary Maintenance</b></p> <p>Accompanied with all the necessary Equipment and Technical Documentation</p> <p>Characteristics of the railway electrification system:</p> <ul style="list-style-type: none"> <li>- Type of electrification system: 25 kV, 50 Hz</li> <li>- Maximum speed 120 km/h</li> <li>- Maximum mast height: 11 m</li> <li>- Standard overhead contact line height: minimum 5.02 m, maximum 6.5 m</li> <li>- Distance between two masts: 20-60 m</li> <li>- Type of overhead contact line: straight, compensated, without Y rope.</li> <li>- Type of contact conductor Ri 100 mm<sup>2</sup></li> <li>- Maximum zig-zag value (horizontal displacement of the overhead contact line): -400 mm to +400 mm</li> </ul>	
<b>1.1.</b>	<b>Technical Specification</b>	
1.1.1	<p>Main application:</p> <ul style="list-style-type: none"> <li>• Transportation of staff, equipment and materials</li> <li>• Inspection, maintenance and repair of the overhead contact line.</li> </ul>	

1.1.2	<p>Technical requirements (general applicability):</p> <ul style="list-style-type: none"> <li>Hydraulic operated platform for inspection, maintenance and repair of the overhead contact line.</li> <li>Pantograph for measurement and control of the overhead contact line.</li> <li>Crane with cradle.</li> <li>Sockets for tools and equipment.</li> </ul> <p>The tenderer shall specify the arrangement.</p>	
1.1.3	<p>Engine:</p> <ul style="list-style-type: none"> <li>Diesel with liquid cooling</li> <li>Deutz or equivalent</li> <li>Full flow oil and fuel filtering with replaceable elements</li> <li>Fuel tank (s) with a capacity of minimum 400 liters in one or two connected tanks. Fitted with strainer and sediment drain and water separator.</li> <li>Heavy duty air cooling system designed for temperatures between -25 °C and 45° C or more</li> <li>Exhaust line below the vehicle with a silencer</li> </ul>	
1.1.4	<p>Transmission and drive:</p> <ul style="list-style-type: none"> <li>Hydrodynamic transmission "Power Shift" that allows gear change while driving. It contains a torque converter and power shift transmission.</li> <li>Drive on two axles</li> <li>Cardan must be protected from falling in the event of failure</li> <li>Hydrostatic regime of work (0-10 km/h)</li> </ul>	
1.1.5	<p>Suspension:</p> <ul style="list-style-type: none"> <li>Suspension on both axles.</li> <li>Heavy duty shock absorbers</li> <li>Tin springs, coil springs</li> <li>Horizontal and vertical stabilizers</li> </ul>	UIC 517
1.1.6	<p>Brakes:</p> <ul style="list-style-type: none"> <li>Automatic brake</li> <li>Direct brake system- dual line</li> <li>Parking brake</li> <li>Emergency brake</li> </ul>	UIC 540
1.1.7	<p>Axles:</p> <ul style="list-style-type: none"> <li>Number of axles: 2</li> </ul>	
1.1.8	<p>Wheels:</p> <ul style="list-style-type: none"> <li>Machine must be equipped with forged monoblock wheels</li> <li>Wheel diameter has to be at least 920 mm</li> <li>Wheel profile in accordance with UIC standard</li> </ul>	UIC 510
1.1.9	<p>Hydraulic system:</p> <ul style="list-style-type: none"> <li>Hydraulic controlled movements of the platform from the platform as well as from the cabin.</li> <li>Control of pantograph from the cabin.</li> </ul>	
1.1.10	<p>Air compressor:</p> <ul style="list-style-type: none"> <li>Main engine driven compressor with a tank and minimum of 2 outlets for tools on the platform.</li> </ul>	
1.1.11	<p>Electrical system and ancillaries:</p> <ul style="list-style-type: none"> <li>24 V DC</li> <li>Two batteries, combined capacity of 180 Ah or more.</li> <li>Generator 230/400 V, 50 Hz, 15 kVA.</li> <li>Installed adapter for charging batteries.</li> </ul>	
1.1.12	<p>Cabin and accessories:</p> <ul style="list-style-type: none"> <li>Cabin with good visibility.</li> <li>Six (6) robust hard seats.</li> <li>Two (2) drivers seats, one for each direction of driving.</li> <li>Drivers seat spring supported and adjustable, with resistant</li> </ul>	

	<p>vinyl upholstery.</p> <ul style="list-style-type: none"> <li>• Work desk attached to the floor and conveniently placed.</li> <li>• Pantograph Controller's seat spring support and adjustable, with resistant vinyl upholstery.</li> <li>• Overhead window for Pantograph Controller.</li> <li>• Efficient high capacity heating/ventilation system.</li> <li>• Internal overhead light.</li> <li>• External rear view mirrors for drivers on each side.</li> <li>• All safety glass windows.</li> <li>• Sliding window on each sides of the driver's seat.</li> <li>• Adjustable head light for work.</li> <li>• Rubber floor in the cabin.</li> </ul>	
1.1.13	<p>Working platform:</p> <ul style="list-style-type: none"> <li>• Control of platform operations and machine movement (creep) from the platform or from the cabin.</li> <li>• Lifting capacity minimum 500 kg.</li> <li>• Lifting height maximum 5.5 m.</li> <li>• Rotation angle +/- 180°.</li> <li>• Four (4) spotlights power 200 W.</li> <li>• Minimum two (2) sockets for tools.</li> <li>• Platform size adapted for four (4) workers and tools.</li> <li>• Enclose detailed drawings and specifications.</li> </ul>	
1.1.14	<p>Crane with cradle:</p> <ul style="list-style-type: none"> <li>• Minimum capacity 250 kg.</li> <li>• Minimum reach 8.5 m.</li> </ul>	
1.1.15	<p>Hydraulic telescopic lifting mast:</p> <ul style="list-style-type: none"> <li>• Maximum height above rail level 8.5 m</li> <li>• Max traction force while rotating 2 KN</li> <li>• Max force at vertical and horizontal movement 1,5 KN.</li> </ul>	
1.1.16	<p>Platform safety system:</p> <ul style="list-style-type: none"> <li>• The tenderer shall specify the arrangement.</li> <li>• Fitted with rotation limitation device (specify).</li> <li>• Light indicator in the cabin indicating that the platform is raised.</li> <li>• Platform fitted with protective fence, which can be lowered.</li> <li>• Only creep movement shall be possible when the platform is in raised position.</li> <li>• Rubber floor at the platform.</li> <li>• Fitted with mechanical equipment for lowering the platform in case of machine failure (specify arrangement).</li> <li>• Fitted with a locking device so that the platform and control from the platform and cabin can not be active at the same time.</li> </ul>	
1.1.17	<p>Pantograph:</p> <ul style="list-style-type: none"> <li>• Locomotive type.</li> <li>• Equipped for measurement of deviations.</li> <li>• Equipped with a grounding device, controlled from the cabin.</li> <li>• Observation window in the cabin roof and with adjustable seat with safety belt.</li> <li>• Voltmeter 0-30 kV.</li> <li>• Knife disconnecter.</li> <li>• Specify details and attach drawings.</li> </ul>	
1.1.18	<p>Specific applicability:</p> <p>One unit with:</p> <ul style="list-style-type: none"> <li>• Power rating minimum 160 kW.</li> <li>• Possibility to tow gross weight of minimum 80 t on the gradient of 25 ‰ with a minimum speed of 30 km/h.</li> </ul>	



	<ul style="list-style-type: none"> <li>Capacity for creep speed 0-10 km/h.</li> <li>Cabin: Seating capacity for 9 persons including two drivers seats and one pantograph operator seat.</li> <li>Platform dimensions: <ul style="list-style-type: none"> <li>minimum width 2.5 m,</li> <li>minimum length 5 m,</li> <li>fence approximately 1.1 m.</li> </ul> </li> <li>Pantograph: insulated to allow measurement when catenary is switched on, inclusive cabin based recording equipment (graphical and video recording with the option of recording on a USB drive).</li> </ul>	
1.1.19	<p>Overhead contact line controlling and measuring device:</p> <ul style="list-style-type: none"> <li>Equipped with measuring pole for measuring deviations from the conductor axis (poligonation), controlled through the cabin roof window.</li> <li>Equipped with a voltage measuring device installed on the cabin roof and used for measuring voltage in the overhead contact line.</li> <li>Equipped with a height measuring device (mm 3960-6400), Measured values should be visualized and recorded on a laptop. Laptop should be positioned on operators place.</li> <li>For automatic measurement of deviations measuring pole with converter is used (accuracy of reading +/- 10 mm). Measured values should be visualized and recorded on a laptop.</li> <li>Duration of operating range of recording device system without hard disk should be approximately 4h.</li> <li>Recommended recording measuring speed (with accuracy of +/- 10 mm) is 40 km/h</li> </ul>	
1.1.20	<p>Pantograph safety:</p> <ul style="list-style-type: none"> <li>As per characteristics of the electrification system</li> </ul>	
1.1.21	<p>Protection against corrosion:</p> <ul style="list-style-type: none"> <li>Optimum and guaranteed protection is required</li> <li>Tenderers are to describe the anti-corrosion treatment process to be provided</li> </ul>	
1.1.22	<p>Colour and signs:</p> <ul style="list-style-type: none"> <li>Basic colour is yellow with black characters in accordance with the railway regulations</li> <li>Signs above all relevant devices and instruments in the operating and control cabins must be written in Bosnian language.</li> </ul> <p>Note: Colour and signs shall be additionally defined after the signing of the contract.</p>	
1.1.23	<p>Tools and toolbox</p> <ul style="list-style-type: none"> <li>Manufacturer's standard set of tools placed safely in a lockable box - for maintenance and minor repairs of machines (specify content).</li> </ul> <p>Specify placement of tools, toolbox and equipment in the cabin</p>	
1.1.24	<p>Various (per machine):</p> <ul style="list-style-type: none"> <li>Fuel tank, safety locks and keys.</li> <li>Six (6) telescopic grounding poles 25 kV, 50 Hz, safely placed inside the cabin or under the machine frame.</li> <li>First aid kit safely placed inside the cabin (specify content).</li> <li>One (1) tensioner safely placed inside the cabin.</li> <li>One (1) fire extinguisher safely placed inside the cabin.</li> <li>Two (2) red and two (2) green fluorescent signal signs (circular shape).</li> <li>One (1) red flag for signalling.</li> <li>Two (2) rail drag shoes 60 E1</li> </ul>	

	Specify arrangement for equipment in the cabin.	
1.1.25	Manuals and documentation <ul style="list-style-type: none"> <li>• Three English and three local language manuals per machine</li> <li>• Lubrication chart prominently displayed in English and local language</li> <li>• Three spare parts catalogs in English and local language per machine</li> <li>• Three workshop manuals in English and local language per machine</li> </ul>	
2	<b>Heavy Motor Machine with Crane and other Accessories</b> Accompanied with all the necessary Equipment and Technical Documentation	
2.1.	<b>Technical Specification</b>	
2.1.1	Main application: <ul style="list-style-type: none"> <li>• Major repair and maintenance of railway track. It will be used for lifting/handling of heavy objects such as rails, ballast and sleepers</li> <li>• Transportation of staff, equipment, tools and towing of service car.</li> <li>• Possibility of towing a gross weight of 100 t on a gradient of 25 ‰ with minimum speed of 30 km/h.</li> </ul>	
2.1.2	Technical requirements: <ul style="list-style-type: none"> <li>• Cabin: seating capacity for 8 persons including the driver/operator</li> <li>• Platform for transport of crane accessories, equipment, tools and materials</li> <li>• Sander</li> <li>• Minimum capacity of the hydraulic operated telescopic crane 12 (tm) and interchangeable accessories</li> <li>• Equipped with lights for night operations and sockets for tools</li> </ul>	
2.1.3	Engine: <ul style="list-style-type: none"> <li>• Diesel with liquid cooling</li> <li>• Deutz or equivalent</li> <li>• Full flow oil and fuel filtering with replaceable elements</li> <li>• Fuel tank (s) with a capacity of minimum 400 liters in one or two connected tanks. Fitted with strainer and sediment drain and water separator.</li> <li>• Heavy duty air cooling system designed for temperatures between -25 °C and 45° C or more</li> <li>• Exhaust line below the vehicle with a silencer</li> </ul>	
2.1.4	Transmission and drive: <ul style="list-style-type: none"> <li>• Hydrodynamic transmission "Power Shift" that allows gear change while driving. It contains a torque converter and power shift transmission.</li> <li>• Drive on two axles</li> <li>• Cardan must be protected from falling in the event of failure</li> <li>• Hydrostatic regime of work (0-10 km/h)</li> </ul>	
2.1.5	Suspension: <ul style="list-style-type: none"> <li>• Suspension on both axles.</li> <li>• Heavy duty shock absorbers</li> <li>• Tin springs, coil springs</li> <li>• Horizontal and vertical stabilizers</li> </ul>	UIC 517
2.1.6	Brakes: <ul style="list-style-type: none"> <li>• Automatic brake</li> <li>• Direct brake system- dual line</li> <li>• Parking brake</li> </ul>	UIC 540

	<ul style="list-style-type: none"> <li>Emergency brake</li> </ul>	
2.1.7	Axles: <ul style="list-style-type: none"> <li>Number of axles: 2</li> </ul>	
2.1.8	Wheels: <ul style="list-style-type: none"> <li>Machine must be equipped with forged monoblock wheels</li> <li>Wheel diameter has to be at least 920 mm</li> <li>Wheel profile in accordance with UIC standard</li> </ul>	UIC 510
2.1.9	Hydraulic system: <ul style="list-style-type: none"> <li>Controls of crane located at the crane base</li> </ul>	
2.1.10	Air compressor: <ul style="list-style-type: none"> <li>Main engine driven compressor with a tank and outlets for tools.</li> </ul>	
2.1.11	Electrical system and ancillaries: <ul style="list-style-type: none"> <li>24 V DC</li> <li>Two batteries, combined capacity of 180 Ah or more.</li> <li>Generator 230/400 V, 50 Hz, 15 kVA.</li> <li>Installed adapter for charging batteries.</li> </ul>	
2.1.12	Cabin and accessories: <ul style="list-style-type: none"> <li>Robust hard seats (wood preferred) attached to the floor.</li> <li>Drivers seat spring supported and adjustable, with resistant vinyl upholstery.</li> <li>Efficient high capacity heating/ventilation system.</li> <li>Internal overhead light.</li> <li>External rear view mirrors for drivers on each side.</li> <li>All safety glass windows.</li> <li>Sliding window on each sides of the driver's seat.</li> <li>Adjustable head light for work.</li> <li>Rubber floor in the cabin.</li> </ul>	
2.1.13	Crane and crane assembly: <ul style="list-style-type: none"> <li>Minimum capacity 12 tm</li> <li>Minimum reach 10.0 m</li> <li>Minimum rotation: 360°</li> <li>Overload protection</li> <li>Weight lifting protection</li> <li>Installation on the rear end of the vehicle directly on the chassis</li> <li>Hydraulic operated supporting legs with hydraulic control from the ground</li> <li>Open air arrangement for operator controls</li> </ul> Attach detailed drawings.	
2.1.14	Crane accessories: <ul style="list-style-type: none"> <li>Rotator</li> <li>One (1) bulk material grab for cleaning (excavation)</li> <li>One (1) rail grab</li> <li>One (1) branch saw</li> <li>One (1) timber grab for sleepers</li> <li>One (1) cable winch</li> </ul>	
2.1.15	Platform: <ul style="list-style-type: none"> <li>Platform shall be fixed</li> <li>Steel, solid, corrosion protected</li> <li>Sides with massive hinges on the bottom, manually operated. Height of the sides about 40 cm.</li> <li>Front and rear sides fixed</li> </ul>	
2.1.16	Protection against corrosion: <ul style="list-style-type: none"> <li>Optimum and guaranteed protection is required</li> <li>Tenderers are to describe the anti-corrosion treatment process to be provided</li> </ul>	

2.1.17	<p>Colour and signs:</p> <ul style="list-style-type: none"> <li>• Basic colour is yellow with black characters in accordance with the railway regulations</li> <li>• Signs above all relevant devices and instruments in the operating and control cabins must be written in Bosnian language.</li> </ul> <p>Note: Colour and signs shall be additionally defined after the signing of the contract.</p>	
2.1.18	<p>Tools and toolbox</p> <ul style="list-style-type: none"> <li>• Manufacturer's standard set of tools placed safely in a lockable box- for maintenance and minor repairs of machines (specify content).</li> </ul> <p>Specify placement of tools, toolbox and equipment in the cabin</p>	
2.1.19	<p>Various:</p> <ul style="list-style-type: none"> <li>• Fuel tank, safety locks and keys.</li> <li>• First aid kit safely placed inside the cabin (specify content).</li> <li>• One (1) tensioner safely placed inside the cabin.</li> <li>• One (1) fire extinguisher safely placed inside the cabin.</li> <li>• Two (2) red and two (2) green fluorescent signal signs (circular shape).</li> <li>• One (1) red flag for signalling.</li> <li>• Two (2) rail drag shoes 60 E1</li> </ul> <p>Specify arrangement for equipment in the cabin</p>	
2.1.20	<p>Manuals and documentation</p> <ul style="list-style-type: none"> <li>• Three English and three local language manuals per machine</li> <li>• Lubrication chart prominently displayed in English and local language</li> <li>• Three spare parts catalogues in English and local language per machine</li> <li>• Three workshop manuals in English and local language per machine</li> </ul>	
3	<p><b>Small Track Machinery- Rail Profile Grinder</b></p> <p>Accompanied with all the necessary Accessories, Consumables and Technical Documentation</p> <ul style="list-style-type: none"> <li>• Designed to grind the whole profile of the rails</li> <li>• Drive: 4-stroke petrol engine</li> <li>• Minimum power: 6.6 kW</li> <li>• Maximum machine weight: 95 kg</li> <li>• Machine shall have a tin frame</li> <li>• Possibility of profile grinding of rail head with 90° rotation possibility on each side</li> <li>• Guiding rollers shall guarantee fine grinding in horizontal and vertical position</li> <li>• Operated by one (1) person</li> <li>• Portable by two (2) persons with simple setup and removal from the track</li> <li>• Distance between guiding rollers: 1 m</li> <li>• Maximum grindstone diameter: 150 mm</li> </ul> <p>With each rail profile grinder machine 8 pieces of corresponding grindstone for standard rails (HB 260)</p>	
4	<p><b>Small Track Machinery- Sleeper Drilling Machine</b></p> <p>Accompanied with all the necessary Accessories, Consumables and Technical Documentation</p> <ul style="list-style-type: none"> <li>• Designed to perform standard drilling works on hard wooden sleepers.</li> <li>• Track gauge: 1435 mm</li> <li>• Drive: 4-stroke petrol engine</li> <li>• Minimum power: 6.6 kW</li> </ul>	

	<ul style="list-style-type: none"> <li>• Maximum machine weight without trolley: 96 kg</li> <li>• Possibility of vertical drilling for maximum hole diameter Ø 33 mm</li> <li>• Possibility of inclined drilling at 1/20 th</li> <li>• Required drilling depth up to 200 mm</li> <li>• One (1) traversing metal trolley with 4 wheels</li> <li>• With each sleeper drilling machine 8 pieces of corresponding augers for drilling of hard wooden sleepers Ø 16, 17, 18, 19, 20, 21, 22 mm total length of the auger 265 mm shall be delivered:</li> </ul>	
5	<p><b>Small Track Machinery- Heavy Duty Coachscrewing Machine</b> Accompanied with all the necessary Accessories, Consumables and Technical Documentation</p> <ul style="list-style-type: none"> <li>• Designed to fasten/unfasten coachscrews and clip bolts</li> <li>• Track gauge: 1435 mm</li> <li>• Drive: 4-stroke petrol engine</li> <li>• Minimum power: 6.6 kW</li> <li>• Machine weight: 100-130 kg</li> <li>• Two (2) rotation speeds of the output spindle</li> <li>• Required torque: 120/80 Nm</li> <li>• Torque limiter acting on clutch and ensuring tightening torque control.</li> <li>• One (1) traversing metal trolley with 4 wheels</li> <li>• With each heavy duty coachscrewing machine 6 pieces of corresponding spanners for coachscrewing shall be delivered: <ul style="list-style-type: none"> <li>- 2 pcs of rectangular spanners with dimensions 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 mm</li> <li>- 2 pcs of hexagonal spanners 36 mm</li> <li>- 2 pcs of hexagonal spanners 41 mm</li> </ul> </li> </ul>	
6	<p><b>Small Track Machinery- Rail Drilling Machine</b> Accompanied with all the necessary Accessories, Consumables and Technical Documentation</p> <ul style="list-style-type: none"> <li>• Designed for drilling following types of rails: 45, 49E1 and 60E1</li> <li>• Drive: 4-stroke petrol engine</li> <li>• Minimum power: 4.5 kW</li> <li>• Maximum machine weight: 20 kg</li> <li>• Machine fastening device must enable drilling of holes at rail's ends on switches and crossings, with the possibility of regulation of drilling height at the rail's neck</li> <li>• Lubrication tank capacity: 5 l</li> <li>• Movement of the drill bit towards rail shall be manual</li> <li>• Maximum required diameter: 35 mm to 40 mm</li> <li>• With each rail drilling machine 9 pieces of corresponding drill bits for drilling of hard rails (350 HB) shall be delivered: <ul style="list-style-type: none"> <li>- 3 pcs of Ø 30 mm</li> <li>- 3 pcs of Ø 32 mm</li> <li>- 3 pcs of Ø 33 mm</li> </ul> </li> </ul>	

## 4. Additional Requirements

Participants are expected to include in their tender price for offered machines following services:

### 4.1 Quantitative inspection and preliminary acceptance

A quantitative inspection and preliminary acceptance of the machines to be delivered shall be done at the manufacturer's factory by the authorised representatives of the Purchaser, prior to shipment. Participant has to submit its inspection and testing plan for each offered machine in the tender. The inspection and testing plan will come in force at the phase of preliminary acceptance, in accordance with the standards and technical specifications of the tender. Participant shall submit a delivery schedule that includes following manufacturing phases:

- Final installation of mechanical / hydraulic / electrical parts;
- Functional adjustments and calibration of machines,
- Movement and braking tests.

The Purchaser is entitled to appoint its authorised representatives to eventually inspect and test machines at different phases of manufacturing.

Final detailed procedure and duration of the preliminary acceptance to be held, prior to the quantitative inspection and shipment of machines, shall be defined prior to signing of the contract. Only machines that fully meet the requirements of the quantitative inspection and preliminary acceptance shall be shipped.

Reports of quantitative inspection and preliminary acceptance shall be made and shall include records of the procedures, inspections and tests that have been undertaken. The reports shall be signed by the authorised representatives of the Supplier and Purchaser.

### 4.2 Qualitative acceptance and start-up of the machines

After the machines have been delivered to the final destination (Sarajevo), the Supplier shall within ten (10) working days and in presence of the Purchaser's staff do the start-up of the machines.

After the start-up, performance and quality tests of the machines shall be carried out on the Purchaser's railway line, in accordance with the technical specifications. Duration of the tests shall be at least 3 working hours for each machine. Purchaser has to ensure appropriate time and adequate working conditions at the site. Purchaser shall be able to appoint its own team of operational staff who will operate the machines during performance and quality tests.

Efficiency of the machines must demonstrate that the machines fully meet all technical requirements and specifications set forth in the tender document. If the machines do not fulfil the performance and quality tests, they will not be accepted. After undertaking of all necessary corrective actions, the Supplier may require to repeat the performance and quality tests. The Purchaser shall allow maximum three (3) performance and quality tests. If all three (3) fail, the machines shall be rejected. Successful/not successful performance and quality tests are subject to the acceptance protocol and shall be duly signed by the authorised representatives of the Supplier and Purchaser.

The Purchaser shall issue the acceptance certificate after all technical specifications and additional requirements are fulfilled.

### 4.3 Staff training program provided by the Supplier

The Participant shall take into account that the Purchaser intends to send following staff for the training program:

- Six (6) Operators: 10 working days
- Two (2) Mechanics: 10 working days
- One (1) Mechanical Engineer: 10 working days
- One (1) Electrical Engineer: 10 working days

The staff must undergo a theoretical and practical training program that will enable them to properly manage, maintain and detect any system faults.

Theoretical training program:

- Description, features and applications of the machines;
- Major components and technical system of the machines;
- Operator's manuals;
- Routine inspections before start-up, start-up and shutting-down;
- Machine and accessories operation;
- Basic diagnostics and fault detection;
- Preventive maintenance intervals, regulations and procedures;
- Safety, safety systems and precaution measures.

Practical training program:

- Comprehensive on-site demonstration of the machines features and applications;
- Routine inspections before start-up;
- Start-up operation and test drive;
- Instrument monitoring, testing of systems;
- Shut-down and inspection
- Crane operation, building up routines.
- Safety systems tests during interchangeable operations of accessories
- Operation of accessories
- Check points and lubrication.

The price for staff training shall be quoted separately, but shall be included in the total tender price. If the Purchaser finds necessary, he shall have the right to analyse, revise and require the selected Supplier to provide additional features to the proposed staff training program. When pricing the staff training program, the Participant shall take into account that the Purchaser wants to have their Representative(s) coming to Purchaser's premises (Sarajevo) to provide the training.

The training shall be conducted in Bosnian language.

#### **4.4 Tools and measuring instruments**

The tender shall include the recommended tools, special tools, accessories and measuring instruments required for machine maintenance. Their price shall be quoted separately, but shall be included in the total tender price.

The Purchaser shall have the right to revise and supplement the recommended list of tools and measuring instruments, if deemed necessary, with the selected Supplier.

#### **4.5 Spare parts**

- The tender shall include for each item offered a list of required consumables (such as filters, gaskets, spare oils/lubricants, etc.) which the Participant intends to supply together with the machines, quoting unit prices and quantities that are necessary for the current maintenance of machines during the first three (3) years of operation (during the warranty period when servicing is performed by the Supplier). Their price shall be quoted separately, but shall be included in the total tender price.
- The tender shall include for each item offered a list of recommended spare parts declared by the Participant necessary for the maintenance during two (2) years of operation after expiry of the warranty period. The list shall specify spare parts, required quantities and unit prices.

## 5. Drawings and Documents

### 5.1 Technical documentation and drawings

The Supplier shall provide:

- Three (3) spare parts catalogues and one (1) copy in electronic form for all components in English and local language per machine.
- Special list of subcontractors with a spare part catalogue for hydraulic, pneumatic and electric components (from subcontractors) installed in the machine.
- Three (3) English and three (3) local language and one (1) copy in electronic form of instructions for operation and handling equipment.
- Three (3) English and three (3) local language and one (1) copy in electronic form of manuals for operating, current and investment maintenance of machines and all components which shall be additionally specified during the signing of the contract:
  - a) engine
  - b) transmission mechanism
  - c) control devices
  - d) measuring system
  - e) adjustment of all systems etc.
- One (1) English and local language workshop manual for components and assemblies with permitted tolerances. The list of manuals shall be defined upon signing of the contract.
- Lubrication chart prominently displayed in English and local language.
- All other documents it deems necessary to prove the Goods and Services conformity to the tender documents.



# Section VII: Contract Terms and Conditions

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# General Conditions of Contract (GCC)

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions (PCC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

## 1. General Provisions

### 1.1 Definitions

In the Conditions of Contract (“these Conditions”), which include the Particular Conditions and these General Conditions, the following words and expressions shall have the following stated meanings. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

#### 1.1.1 The Contract

- 1.1.1.1** “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2** “Contract Agreement” means the Contract agreement referred to in Sub-Clause 1.6, Contract Agreement.
- 1.1.1.3** “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- 1.1.1.4** “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 1.1.1.5** “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- 1.1.1.6** “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving of the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.7** “Letter of Tender” means the document entitled Letter of Tender, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.
- 1.1.1.8** “Requirements” means the document entitled requirements, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract.
- 1.1.1.9** “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.
- 1.1.1.10** “Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.
- 1.1.1.11** “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Price Schedules, data, lists, and schedules of rates and/or prices.
- 1.1.1.12** “Tender” means the Letter of Tender and all other documents which the Supplier submitted with the Letter of Tender, as included in the Contract.

**1.1.1.13** “GCC” means the General Conditions of Contract.

**1.1.1.14** “PCC” means the Particular Conditions of Contract.

**1.1.2 Parties and Persons**

**1.1.2.1** “Party” means the Purchaser or the Supplier, as the context requires.

**1.1.2.2** “Purchaser” means the person named as the purchaser in the PCC and the legal successors in title to this person.

**1.1.2.3** “Supplier” means the person(s) named as Supplier in the Letter of Tender accepted by the Purchaser and the legal successors in title to this person(s).

**1.1.2.4** “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.

**1.1.2.5** “Bank” means the financing institution (if any) named in the PCC.

**1.1.2.6** “Borrower” means the person (if any) named as the borrower in the PCC.

**1.1.3 Dates, Tests, Periods and Completion**

**1.1.3.1** “Base Date” means the date 28 days prior to the latest date for submission of the Tender.

**1.1.3.2** “Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.

**1.1.3.3** “day” means a calendar day and “year” means 365 days.

**1.1.4 Money and Payments**

**1.1.4.1** “Contract Price” means the price defined in Sub-Clause 10, The Contract Price, and includes adjustments in accordance with the Contract.

**1.1.5 Goods**

**1.1.5.1** “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

**1.1.5.2** “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

**1.1.6 Other Definitions**

**1.1.6.1** “Purchaser’s Country” is the country specified in the PCC.

**1.1.6.2** “Force Majeure” is defined in Clause 25, Force Majeure.

**1.1.6.3** “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

**1.1.6.4** “Performance Security” means the security (or securities, if any) under Sub-Clause 13, Performance Security.

**1.1.6.5** “Site,” where applicable, means the place named in the PCC.

**1.1.6.6** “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Supplier by the Base Date.

**1.1.6.7** “Change Order” or “Change” is defined in Sub-Clause 26, Change Orders and Contract Amendments

## **1.2 Interpretation**

**1.2.1** Interpretation of the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

**1.2.2** If the context so requires it, singular means plural and vice versa.

### **1.2.3 Incoterms**

- (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.
- (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PCC, and published by the International Chamber of Commerce, Paris, France

### **1.2.4 Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

### **1.2.5 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto.

### **1.2.6 Non-waiver**

- (a) Subject to Sub-Clause 1.2.6 (b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

### **1.2.7 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **1.3 Communications**

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the PCC. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.

### **1.4 Law and Language**

The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.

The ruling language of the Contract shall be that stated in the PCC.

The language for communications shall be that stated in the PCC. If no language is stated there, the language for communications shall be the ruling language of the Contract.

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for the purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### **1.5 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any);
- (b) the Letter of Acceptance;
- (c) the Letter of Tender;
- (d) the Particular Conditions;
- (e) these General Conditions;
- (f) the Requirements,
- (g) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.

### **1.6 Contract Agreement**

The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be

borne by the Purchaser.

#### **1.7 Assignment**

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

#### **1.8 Copyright**

- 1.8.1** The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

#### **1.9 Confidential Details**

The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the prior agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

#### **1.10 Compliance with Laws**

The Supplier shall, in performing the Contract, comply with applicable Laws.

Unless otherwise stated in the Particular Conditions:

- (a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
- (b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to Sub-

Clause 10.1 hereof.

#### **1.11 Joint and Several Liability**

If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract, unless otherwise specified in the PCC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.

#### **1.12 Inspections and Audit by the Bank**

The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier's assets, books, accounts and records relating to the performance of the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Supplier shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Complaint Procedure.

The Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union Law have the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Supplier shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Supplier shall ensure that in any agreements with suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Sub-Clause are included.

### **2. Contract Documents**

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### **3. Prohibited Practices**

**3.1** The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank's loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

(a) defines, for the purposes of this provision, Prohibited Practices as stated in EIB Covenant of Integrity in Annex 3 of the EIB Guide to Procurement

(b) will reject a proposal for award if it determines that the tenderer, supplier, sub-supplier, contractor, sub-contractor, concessionaire, consultant or sub-consultant recommended for award has engaged in Prohibited Practices in competing for the Contract in question;

(c) will cancel the portion of the Bank financing allocated to a Contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded

a Bank-financed Contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed Contract;

(e) reserves the right, where a Borrower or a firm has been found by the final judgement of a judicial process in a member country or by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions to have engaged in Prohibited Practices;

(i) to cancel all or part of the Bank financing for such Borrower; and

(ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract; and

(f) will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants to permit the Bank to inspect their accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank.

#### **4. Eligibility**

**4.1** The Supplier and its Subcontractors shall be eligible entity or individual, as defined in the Guide to Procurement and in accordance with ITP.

A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

**4.2** All Goods and Related Services to be supplied under the Contract and financed by the Bank shall be eligible for such financing, as defined in the Guide to Procurement and in accordance with ITP.

For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

#### **5. Notices**

**5.1** Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.

**5.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **6. Settlement of Disputes**

**6.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.

**6.2** If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.

**6.3.** Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

#### **7. Scope of Supply**

**7.1** The Goods and Related Services to be supplied shall be as specified in the Requirements.



## **8. Delivery**

- 8.1** Subject to Sub-Clause 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Requirements, specified in the Requirements. The shipping and other documents to be furnished by the Supplier are specified in the PCC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.

## **9. Supplier's Responsibilities**

- 9.1** The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Sub-Clause 7, and the Delivery and Completion Requirements, as per Sub-Clause 8.

## **10. Contract Price**

- 10.1** Unless otherwise prescribed in the PCC, the Contract price shall be fixed throughout the duration of Contract performance.

## **11. Terms of Payment**

- 11.1** The Contract Price shall be paid as specified in the PCC.
- The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to Sub-Clause 8 and upon fulfilment of all other obligations stipulated in the Contract.
- 11.2** Payments shall be made promptly by the Purchaser, no later than the time period specified in the PCC after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 11.3** Unless otherwise stated in the PCC, the currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 11.4** In the event that the Purchaser fails to pay the Supplier any payment by its due date, or within the period set forth in the PCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the PCC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.

## **12. Taxes and Duties**

- 12.1** For Goods manufactured outside the Purchaser's country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 12.2** For Goods manufactured within the Purchaser's country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 12.3** If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **13. Performance Security**

- 13.1** If so required in the PCC, the Supplier shall, within twenty-eight (28) days receiving the letter of Acceptance, provide a performance security for the performance of the Contract of the amount specified in the PCC.

- 13.2** If so required, pursuant to Sub-Clause 13.1, the performance security shall be denominated in the currency of the Contract, or in other currency acceptable to the Purchaser, and shall be in the form stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.
- 13.3** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 13.4** The performance security shall be discharged by the Purchaser and returned to the Supplier upon expiration of its validity, but in any case, not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

#### **14. Subcontracting**

- 14.1** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract, if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 14.2** Subcontracts shall comply with the provisions of Sub-Clauses 3 and 4.

#### **15. Specifications and Standards**

- 15.1** The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in the Requirements.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser

Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in the Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with Sub-Clause 26.

#### **16. Packing and Documents**

- 16.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 16.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

## **17. Insurance**

- 17.1** Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in the currency of the Contract, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms, or in the manner specified in the PCC.

## **18. Transportation**

- 18.1** Unless otherwise specified in the PCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

## **19. Inspections and Tests**

- 19.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the PCC.
- 19.2** The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods final destination, or in another place in the Purchaser's country as specified in the PCC. Subject to Sub-Clause 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 19.3** The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 19.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 19.4** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 19.5** The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 19.6** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 19.7** The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Sub-Clause 19.4.
- 19.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Sub-Clause 19.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 20. Liquidated Damages

- 20.1** Except as provided under Sub-Clause 27, if the Supplier fails to deliver any or all of the Goods, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to Sub-Clause 28.

## 21. Warranty

- 21.1** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2** Subject to Sub-Clause 15.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 21.3** Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of delivery, whichever period concludes earlier.
- 21.4** The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 21.5** Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- If having been notified, the Supplier fails to remedy the defect within the period specified above, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 22. Patent Indemnity

- 22.1** The Supplier shall, subject to the Purchaser's compliance with Sub-Clause 22.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 22.2** If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Sub-Clause 22.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim

and any negotiations for the settlement of any such proceedings or claim.

- 22.3** If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **23. Limitation of Liability**

- 23.1** Except in cases of gross negligence or wilful misconduct:

- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, in tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

### **24. Change in Laws and Regulations**

- 24.1** If, within less than twenty-eight (28) days prior to the date of Tender Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Sub-Clause 10.

### **25. Force Majeure**

- 25.1** A Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event.
- 25.2** For the purposes of this Clause, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3** If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the

Force Majeure Event

**26. Change Orders and Contract Amendments**

- 26.1** The Purchaser may at any time order the Supplier through notice in accordance with Sub-Clause 5, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 26.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 26.3** Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Supplier for similar services.
- 26.4** Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

**27. Extensions of Time**

- 27.1** If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Sub-Clause 8, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 27.2** Except in case of Force Majeure, as provided under Sub-Clause 25, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Sub-Clause 20, unless an extension of time is agreed upon, pursuant to Sub-Clause 27.1.

**28. Termination**

**28.1 Notice to Correct**

If the Supplier fails to carry out any obligation under the Contract, the Purchaser may by notice require the Supplier to make good the failure within a specified reasonable time.

**28.2 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- (i) if the Supplier has failed to comply with a notice under Sub-Clause 28.1;
  - (ii) if the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Sub-Clause 27; or
  - (iii) - if the Supplier, in the judgment of the Purchaser, has engaged in Prohibited Practices, as defined in Sub-Clause 3, in competing for, or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub-Clause 28.2(a) hereto, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **28.3 Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### **28.4 Termination for Convenience**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The effective date of the termination notice shall be as specified in the PCC.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the effective date of the notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## **29. Export Restrictions**

- 29.1** Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfactions of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.



## Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*Boxed guidance notes and provisions in italic font contain instructions and guidance which the drafter should follow. They are not part of the text and should not be included in the final document.*  
*All reference Clauses and Sub-Clauses provided in the Particular Conditions of Contract shall be construed as reference Clauses and Sub-Clauses in the General Conditions of Contract.*

GCC reference	Particular Conditions of Contract
	<b>General Provisions</b>
<b>1.1.2.2</b>	The Purchaser is Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina.
<b>1.1.2.5</b>	The Bank is European Investment Bank.
<b>1.1.2.6</b>	The Borrower is Bosnia and Herzegovina, represented by the Ministry of Finance and Treasury.
<b>1.1.6.1</b>	The Purchaser's Country is Bosnia and Herzegovina.
<b>1.1.6.5</b>	The Site is Sarajevo.
<b>1.2.3</b>	The version of Incoterms shall be the current edition of Incoterms, published by The International Chamber of Commerce, Paris.
<b>1.4</b>	The governing law is that of Bosnia and Herzegovina. The language for communications is English and Bosnian. The ruling language is English.
<b>1.6</b>	The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance.
<b>1.11</b>	The individuals or firms in a joint venture, consortium or association shall be held jointly and severally liable.



## Notices

### 5.1

For notices

the Purchaser's address shall be:

Attention: Mr. Edim Jakubovic

Purchaser's Name: Bosnia and Herzegovina Railway Public Corporation and The Railways of Federation of Bosnia and Herzegovina

Street Address: Musala 2

City: Sarajevo

Postal Code: 71000

Country: Bosnia and Herzegovina

Telephone: +387 (0)61 170 500; +387 (0) 33 251 120

Facsimile number: +387 (0)33 652 396

Email address: edim.jakubovic@zfbh; bhzjk@bih.net.ba

the Supplier's address shall be:

Attention: \_\_\_\_\_

Supplier's Name \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Email address: \_\_\_\_\_

## 6

### Settlement of Disputes

### 6.2

The rules of procedure for arbitration shall be as follows:

#### EXAMPLE:

- (a) In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country.
- (b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.
- (c) The place of arbitration shall be Vienna.
- (d) The arbitration proceedings shall be conducted in the language governing the Contract.

## 8

### Delivery

### 8.1

The shipping and other documents to be furnished by the Supplier are:

- (a) For Goods supplied from outside the Purchaser's country:

the Goods shall be delivered CIP Sarajevo.

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email or fax of the full details of the shipment, including: Contract number; description of Goods; quantity; the number and date of the usual transport document (such as railway or road consignment note, bill of lading, or multimodal transport document); date of shipment; expected date of arrival; vessel and ports of loading and discharge, if appropriate.

The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;
- (ii) original and 3 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 3 copies of non-negotiable bill of lading;
- (iii) copies of packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report;
- (vii) certificate of origin

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival, and, if not received, the Supplier will be responsible for any consequent expenses.

- (b) For Goods supplied from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;
- (ii) delivery note, railway receipt or truck receipt;
- (iii) copies of packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- (vii) evidence of payment of customs duties or other similar import taxes on directly imported components incorporated in the Goods.

The above documents shall be received by the Purchaser before arrival of the Goods at least one week before arrival of the Goods at the final destination and, if not received, the Supplier will be responsible for any consequent expenses.

- (c) Related Services:

- (i) copy of the Supplier's invoice, which should provide a full description of the Services performed.

**10 Contract price**

**10.1 Price adjustments shall not apply.**

## 11 Terms of payment

### 11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- (a) Payment for Goods supplied from outside the Purchaser's country shall be made in the following manner:
  - (i) **Advance payment:** Fifteen (15) percent of the Contract Price shall be paid within thirty (30) days of signing the Contract, and upon submission of an invoice and a bank guarantee in a form acceptable to the Purchaser, for an equivalent amount valid until the Goods are delivered, respectively the date of issuance of the Commissioning Certificate by the Purchaser.
  - (ii) **On shipment:** Seventy (70) percent of the Contract Price of the Goods shipped shall be paid within 30 days upon submission of documents specified in Clause 8; and
  - (iii) **On acceptance:** Fifteen (15) percent of the Contract Price of the Goods received shall be paid within thirty (30) days on receipt of the Goods, upon submission of an invoice supported by the acceptance certificate issued by the Purchaser for the respective delivery.
- (b) Payment for Goods supplied from within the Purchaser's country shall be made in the following manner:
  - (i) **Advance payment:** Fifteen (15) percent of the Contract Price of the Goods delivered shall be paid within thirty (30) days of signing the Contract, and upon submission of an invoice and a bank guarantee in a form acceptable to the Purchaser, for an equivalent amount valid until the Goods are delivered, respectively the date of issuance of the Commissioning Certificate by the Purchaser.
  - (ii) **On delivery:** Seventy (70) percent of the Contract Price of the Goods delivered shall be paid within 30 days on receipt of Goods and upon submission of the documents specified in Clause 8.
  - (iii) **On acceptance:** Fifteen (15) percent of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice supported by the acceptance certificate issued by the Purchaser for the respective delivery.

Payment against import duties and taxes on directly imported components incorporated in the Goods will only be made for the amounts evidenced as paid, up to and not exceeding the amount specified for such import duties and taxes in the Supplier's tender price.
- (c) Payment for Related services shall be made within thirty (30) days of receipt of an invoice supported by a certificate issued by the Purchaser declaring that the contracted Services have been performed, respectively the date of issuance of the Commissioning Certificate by the Purchaser.

### 11.2 The Supplier shall notify to the Purchaser, prior to any payment under the Contract, details of the bank account(s) nominated by the Supplier for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Supplier may only be made to the Supplier's bank account(s) explicitly detailed in the Contract Agreement.

## 13 Performance Security

### 13.1 A performance security shall be required.

The amount of performance security is ten (10) percent of the Contract Price.

### 13.4 After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with PCC Clause 21.3

**16 Packing and Documents**

**16.2** The Supplier shall prepare all equipment and materials for shipment. All costs and preparing of equipment for shipment to the place of destination shall be included in the Tender Price and the Supplier will be entitled to no additional compensation on account of any requirements.

All shipping packages shall be marked in a clear legible and indelible manner in the English language as follows:

- (a) The name of the Supplier and his trade mark, if any.
- (b) The country of origin.
- (c) The name of commodity.
- (d) Gross and net weights in kilograms.
- (e) Name of consignee.
- (f) Place of destination.

The Supplier shall furnish all labour and materials necessary to brace, box, crate or otherwise prepare for shipment all equipment and materials in the manner that will ensure against any damage in transit to the project.

**18 Transportation**

**18.1** Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**19 Inspection and tests**

**19.1** Inspection and tests shall be conducted in accordance with Additional Requirements Clause 4.1 and 4.2.

**20 Liquidated Damages**

**20.1** The liquidated damage shall be 0,5 % per week of delay.

The maximum percentage of liquidated damages shall be 10 %.

**21 Warranty**

**21.3** The warranty period shall be **thirty six (36)** months from the date of the issue of acceptance certificate for the Goods.

Without prejudice to Clause 21, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any goods or parts repaired or replaced pursuant to Clause 21, upon receipt of a written notice of defect during the warranty period.

For the purposes of the warranty, the place of final destination shall be Sarajevo.

**21.5** The period for repair or replacement shall be thirty (30) days, upon a receipt of written notice from the Purchaser.

**28 Termination**

**28.4 (a)** The effective date of the termination notice shall be 4 months from the date of the notice of termination.

# Section VIII: Contract Forms

This Section contains Contract Forms which once completed will constitute part of the Contract.

The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after the Contract award.

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## 1. Letter of Acceptance

*[on letterhead paper of the Purchaser]*

*[on letterhead paper of the Client]*

..... *[insert date]* day of *[insert: month]*, *[insert: year]*.

To: *[name and address of the Supplier]* .....

Subject: *[Notification of Award Contract No.]* .....

This is to notify you that your Tender dated .... *[Insert date]* .... for execution of the ..... *[insert name of the Contract and identification number]* ..... for the amount of ..... *[insert amount (s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Participants is hereby accepted by us.

1. In accordance with Instructions to Participants of the Tender Document, within seven (7) calendar days of receipt of this notification of award, the Supplier is required to acknowledge receipt of the notification of award and to furnish the Purchaser with details of the bank account that the Supplier proposes to use for the purpose of receiving payments due under the Contract, in the following format:

Payee's Name: \_\_\_\_\_

Payee's Address: \_\_\_\_\_

Payee's Bank Name: \_\_\_\_\_

Payee's Bank Address: \_\_\_\_\_

Payee's Account Number (IBAN): \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

2. In accordance with ITP 36.2, upon receipt of the Supplier's acknowledgement of the notification of award and bank account details, the Purchaser shall sign and send to the Supplier the Contract Agreement. In accordance with ITP 37.2, within fourteen (14) calendar days of Supplier's receipt of the Contract Agreement, the Supplier shall sign, date and return the Contract Agreement to the Purchaser.

3. Within the period specified in the Contract the Supplier shall furnish the Purchaser with a Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Contract Terms and Conditions.

4. In addition you are requested to provide a cash flow forecast estimating the payments under the contract which you expect to come due during each month starting from the Contract signing date.

Authorised Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

## 2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the *[insert number]* day of *[insert month]*, *[insert year]*.

BETWEEN

- (1) *[insert complete name of the Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of {insert name of Ministry/agency} of the Government of {insert name of Country of the Purchaser}, or corporation incorporated under the laws of {insert name of Country of the Purchaser}]* and having its principal place of business at *[insert address of the Purchaser]* (hereinafter called "the Purchaser"),

And

- (2) *[insert name of the Supplier]*, a corporation incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited tenders for Goods and Related Services, described as *[insert brief description of the Goods and Related Services]* and has accepted a Tender by the Supplier for the supply of these Goods and Related Services, and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Tender
  - (c) the Particular Conditions
  - (d) the General Conditions
  - (e) the Requirements
  - (f) the completed Schedules and any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply of the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Payment of the amounts due to the Supplier under the Contract may only be made to the following bank account(s):

Payee's Bank Name: \_\_\_\_\_

Payee's Bank Address: \_\_\_\_\_

Payee's Account Number (IBAN): \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

5. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of Bosnia and Herzegovina on the day, month and year indicated above.

Signed by:	Signed by:
Name and Title of Signatory	Name and Title of Signatory
For and on behalf of the Purchaser in the presence of	For and on behalf the Supplier in the presence of
Witness:	Witness:
Name:	Name:
Address:	Address:
Date:	Date: _



### 3. Performance Security

***Note for Participant (the Supplier) - All italicised text is for use in preparing this form and shall be deleted from the final document.***

*[Guarantor Letterhead and SWIFT identifier code]*

To: *[Insert name and address of Beneficiary (the Purchaser)]*

Date: *[Insert date of issue]*

Type of Guarantee: ***Performance Guarantee***

Guarantee No.: *[Insert guarantee reference number]*

The Guarantor: *[Insert name and address of place of issue, unless indicated in letterhead]*

The Supplier: *[Insert name and address of the Supplier]*

The Beneficiary: *[Insert name and address of the Purchaser]*

The Underlying Relationship: The Supplier's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: The Beneficiary's demand in writing declaring the Supplier to be in default under the Contract

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause The Guarantee Amount will be increased by presentation to the Guarantor of the Participant's statement that the underlying contract was amended to increase the scope or value of the works and specifying the amount and currency or the new value.

Guarantee Expiry: This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank]. .....

## 4. Advance Payment Security

***Note for Participant (the Supplier) - All italicised text is for use in preparing this form and shall be deleted from the final document.***

***[Guarantor Letterhead and SWIFT identifier code]***

To: ***[Insert name and address of Beneficiary (the Purchaser)]***

Date: ***[Insert date of issue]***

Type of Guarantee: ***Advance Payment Guarantee***

Guarantee No.: ***[Insert guarantee reference number]***

The Guarantor: ***[Insert name and address of place of issue, unless indicated in letterhead]***

The Supplier: ***[Insert name and address of the Supplier]***

The Beneficiary: ***[Insert name and address of the Purchaser]***

The Underlying Relationship: ***The Supplier's obligation in respect of [insert reference number and details of the contract]***

Guarantee Amount and currency: ***[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]***

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating:

(a) the Supplier has failed to repay the advance payment in accordance with the conditions of the Contract; and

(b) the amount which the Supplier has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number . . . . . [Supplier's account number]. . . . . at . . . . . [name and address of the bank]. . .

Language of any required documents:

***[Insert "English" or the language of the contract document if not in English]***

Form of Presentation:

***[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]***

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as indicated in copies of interim statements or payment certificates which shall be presented to the Guarantor

Guarantee Expiry:

This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that [insert percentage in figures and words] percent of the Contract Price has been certified for

payment, or on the *[insert number]* day of *[insert month]* *[insert year]*,  
whichever is earlier.

Any demand for payment under this guarantee must be received by the Guarantor on or before the  
expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except  
that article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank] . . . .