

**THE CENTRAL BANK OF
BOSNIA AND HERZEGOVINA**
Ref: 150-07-1-1081-5/20
Sarajevo, 10 June 2020

**INVITATION TO BID FOR PROCUREMENT OF SERVICES -
PRODUCTION OF KM COINS**

THE FIRST PHASE – PREQUALIFICATION PHASE

ANNEX II PART B OF THE PUBLIC PROCUREMENT LAW

I- GENERAL DATA ON THE PROCUREMENT PROCEDURE

1. Data on the contracting party

Contracting party: Central Bank of Bosnia and Herzegovina
Address: Maršala Tita 25, 71000 Sarajevo, Bosnia and Herzegovina
Identification number: 4200693920055
Telephone: +387 (0)33 278 192
E-mail: coins2020@cbbh.ba
Web site: www.cbbh.ba

2. Data on the person in charge of the communication (contact person, telephone number and e-mail address)

All the communication with Bidders is carried out **in writing (registered mail or e-mail) in the way that enquiries, requests for the explanations of the documentation etc. are submitted to the address of the Central Bank of Bosnia and Herzegovina – Maršala Tita 25, 71000 Sarajevo or e-mail: coins2020@cbbh.ba**

3. Data on the public procurement procedure

The public procurement procedure has been approved and started by the Decision of the Central Bank of Bosnia and Herzegovina, Ref: 150-07-1-1081-2/19 SAK dated 7 April 2020. It is a procedure for assigning the contract for the procurement of the services of the production of KM coins, which is subject to a special regime according to Article 8 paragraphs (1) and (2) of the Public Procurement Law. The process of assigning the contract is carried out according to the provisions of the By-law on the process of assigning the contract on services from Annex II Part B of the Public Procurement Law (Official Gazette of BH, 66/16).

There are no economic operators with which the Central bank cannot enter into contracts pursuant to Article 52. of the Public Procurement Law.

The procedure is carried out in two phases: the prequalification phase and the phase of submission of Initial Bids and negotiation. The prequalification phase is carried out with the purpose of confirming that the Bidders are competent, reliable and capable to perform the Contract, taking into account the capacities to perform the professional activity, technical and professional capacities. The contracting party after that selects the Bidders which have met the requirements of the first phase of the procedure. Only the Bidders who meet the requirements of the procedure first phase will be invited to participate in the second phase and to submit their Initial Bids.

4. Explanation and correction and/or change of the Invitation to Bid, the requiring of explanations

The contracting party may at any time, and no later than 10 days before the expiry of the deadline for the submission of the documentation in the first phase of the procedure, i.e. the expiry of the deadline for submitting Bids in the second phase of the procurement procedure, for justified reasons, either at its own initiative, or as a reply to the request of a business entity for explanation, or according to the order of the BH Procurement Review Body, change the Invitation to Bid. Amendments and supplements of the Invitation to Bid are carried out in the way that the contracting party publishes the amendments of the Invitation to Bid for the first phase of the procedure at its web site, i.e. in the second phase of the procurement procedure, delivers the amendments of the Invitation to Bid to the qualified Bidders by registered mail.

In case the amendment of the Invitation to Bid is such that the preparation of the documentation or the Bid will require some additional time, the contracting party is obliged to prolong the deadline for the receiving of the documentation or Bids, as adequate to the amendments made, but not less than by 7 days.

Requiring explanations of the Invitation to Bid and providing answers with explanations can be carried out only in writing by the request sent to the contracting party by e-mail or registered mail, according to Point 2 of the Invitation to Bid. The request for an explanation can be required not later than 10 days before the expiry of the deadline for receiving documentation in the first phase, i.e. Bids in the second phase of the procurement procedure. The contracting party is obliged, within 3 days, i.e. not later than 5 days before the expiry of the deadline for submitting documentation in the first phase, i.e. submitting Bids in the second phase, to send an explanation to all the participants in the procurement procedure.

5. Description of the subject of the procurement and technical specification

The subject of this procedure is the procurement of services – **the production of the convertible mark coins** (hereinafter: KM coins) in the denomination of 1 KM, 50 Fening, 20 Fening, 10 Fening and 5 Fening, according to the terms and requirements set in this Invitation, on the basis of the actual needs of the contracting party.

Type of procedure: procedure of the procurement of the services from Annex II part B.

Estimated value of the procurement: BAM 3 400 000,00, i.e. EUR 1 738 392,00

Designation and name from the single dictionary of public procurements: 79812000-9 - banknote printing services.

The quantity of the KM coins which are the subject of the procurement

- 1 KM denomination, quantity of 20 000 000 coins;
- 50 Fening denomination, quantity of 15.000.000 coins,
- 20 Fening denomination, quantity of 20.000.000 coins;
- 10 Fening denomination, quantity of 30.000.000 coins;
- 5 Fening denomination, quantity of 20.000.000 coins.

The KM coins which are the subject of procurement should have identical technical features and design as the KM coins of this denomination - issue 2017, except for the year of issue which will be changed to 2020 or 2021, depending on the dynamics of the implementation of the procurement procedure.

The Central Bank will provide the selected Provider, at its request, with the tools used in the production of the previous issue of KM coins.

The technical specification of KM coins will be delivered to the Bidders in the second phase of the procedure – the phase of the submission of Initial Bids and negotiation, and only to those Bidders which meet the qualification requirements defined in the first phase of the procedure. The technical specification of KM coins, and all the other documents, information, data or findings related to the process of producing KM coins are confidential. All the participants in the procurement procedure are obliged to sign The Confidentiality Statement (Annex V) and submit it with the other qualification documentation for the first phase of the procurement procedure.

The technical specification of KM coins will be received by the qualified Bidders together with the invitation for submitting Initial Bids in the second phase, which will be delivered to them by registered mail to their address.

The Attachment to the Technical specification of KM coins submitted to the qualified Bidders in the second phase are the KM coins - issue 2017, in denomination of 1 KM, 50 Fening, 20 Fening, 10 Fening and 5 Fening.

6. The period for which the Contract is concluded

The total delivery of the entire quantity of KM coins should be made no later than forty-eight (48) months from the date of entry into force of the awarded Contract for the production of KM coins.

The dates of successive deliveries will be agreed during the implementation of the Contract.

The minimum quantities to be delivered within five (5) months from the date of entry into force of the awarded Contract for the production of KM coins (in pieces) are:

Denomination	Quantity (Pieces)
1 KM	5 250 000
50 FENING	1 500 000
20 FENING	2 000 000
10 FENING	5 000 000
5 FENING	2 000 000
TOTAL	15 750 000

At the request of the Central Bank, all deliveries of coins after delivery of the specified minimum quantity within 5 months may be postponed and stored free of charge in the mint for a period not later than the deadline for the total delivery of KM coins.

In case the Supplier has produced these coins and is ready to deliver them and the Central Bank submits a written request for temporary storage, by submitting the appropriate certificate, the Supplier confirms that the coins have been produced and stored in a safe manner. Thus, related to the terms and delivery deadlines for temporarily stored coin, the Supplier shall be deemed to have performed the Contract obligations. Temporarily stored coins are to be delivered by the selected Supplier successively according to individual requests of the Central Bank.

The selected Supplier must notify the Central Bank of the planned individual deliveries at least (10) ten calendar days before delivery so that the Central Bank can make appropriate preparations. The Central Bank will help with the import documentation. The Central Bank can accept two trucks per individual delivery.

Delivery will be made by truck with a solid wall trailer directly to the Central Bank.

7. Place of delivery

All deliveries should be carried out by truck (Box-trailer) to the place of delivery:

CIP Centralna banka Bosne i Hercegovine,

Maršala Tita 25

71000 Sarajevo

The Central Bank will provide the security escort for the transport from the border of Bosnia and Herzegovina to the Central Bank.

8. Criterion for assigning the Contract

The criterion for assigning the contract is **the lowest price**. All the Bid prices are CIP prices (as defined in the valid Incoterms conditions) at the place of delivery as defined in Point 7 of the Invitation to Bid.

9. The cost of Bid preparation and takeover of the Invitation to Bid

The cost of the documentation preparation and Bid submission will be entirely born by the Bidder.

The Invitation to Bid for the first phase of the procedure is published on the web site of the contracting party and sent on three addresses. It is taken over only via the web site, free of charge, with the submission of the information to the contracting party that the Invitation to Bid has been taken over. The information is submitted to the contracting party in writing (by e-mail or registered mail – Point 2 of the Invitation to Bid), so that the contracting party at any moment could be informed on the identity of the participant in the procurement procedure and respect the principle of equality and equal treatment of all the interested Bidders (for purpose of submitting all the information and possible explanations related to the procedure of procurement for all the participants in the procedure). **If the Bidders who have taken over the Invitation to Bid do not submit the information on the take-over of the documentation to the contracting party in one of the mentioned ways, the contracting party will have no responsibility for such Bidder not being informed on the development and the data related to the procurement procedure.**

10. Way and conditions of payment

Advance payment is not allowed.

After successfully delivering the total minimum quantity of KM coins, which are to be delivered within five (5) months from the date of entry into force of the awarded Contract for the production of KM coins, the Central Bank shall pay the aggregate invoice for these quantities within thirty (30) calendar days, counting from the day of receipt of the appropriate invoice for delivery of the total minimum quantity of delivered coins.

The Central Bank shall pay for the payment of other quantities of coins successively, after each successful delivery of KM coins (quantitatively and qualitatively) in accordance with the Contract, i.e. the quantity and value of delivered coins per a successful delivery, within thirty (30) calendar days from the day of receipt of the corresponding individual invoice for the quantities of coins delivered per the delivery.

In case of temporary storage of coins with Supplier at the request of the Central Bank, the Central Bank shall pay the total price of produced and stored coins, within thirty (30) calendar days from the date of receipt of the relevant total invoice for quantities of produced and stored coins and of the Supplier certificate, certifying that the coins have been produced and safely stored at the Supplier's premises.

11. Sub-contracting and Bid submission by a group of Bidders

a) Sub-contracting

In case the Bidder intends to engage sub-contractors, the Bidder is obliged to submit, with the documentation for the first phase of the procurement procedure, **the Statement on the parts of the Contract the Bidder intends to transfer to a third party/third parties.** In the mentioned Statement, the Bidder does not need to identify the sub-contractor.

The Bidder which the Contract has been assigned to will not conclude a sub-contract on any important part of the Contract without the previous written approval of the contracting party.

The elements of the Contract which are sub-contracted and the identity of the sub-contractor must be announced to the contracting party in due time, before concluding the sub-contract.

The contracting party must check the qualifications of the sub-contractor according to Article 44 of the Public Procurement Law according to all the conditions which the main Provider also needs to meet according to the Invitation to Bid and inform the Provider on its decision within 15 days, as latest from the day of the receipt of notice and evidence on the fulfilment of all the conditions by the sub-contractor. In case of declining the sub-contractor, the contracting party needs to state the objective reasons of the declining.

If the sub-contractor has not been identified in the Bid, the selected Provider is obliged, before the introduction of the sub-contractor in the job, to address to the contracting party in writing for the consent for the introduction of the sub-contractor, with all the data related to the sub-contractor and submit the evidence on the fulfilment of all the conditions for the sub-contractor which are required by the Invitation to Bid for the main Provider, as well.

If the contracting party declines to give consent for introducing the sub-contractor for which the selected Provider has submitted the request, it is obliged to explain in writing the reasons why the consent was not given (e.g. upon receipt of the request, the contracting party has done some checks and has found that the sub-contractor does not meet one or more requirements in respect of technical and professional capacities). The negative answer of the contracting party for the proposed sub-contractor does not give the right to the Provider to the prolongation of any deadlines, i.e. the agreed schedule of the Contract performance.

In case of sub-contracting, the responsibility for the proper Contract performance is born by the selected Provider.

In case of sub-contracting, both the Bidder and the sub-contractor independently, each one separately, needs to fulfil all the qualification requirements for the participation in the procurement procedure as defined in the Invitation to Bid (technical and professional capacities).

b) Group of Bidders

In case the Bid is submitted by a group of Bidders, the fulfilment of the conditions in respect of technical and professional capacities is observed **in cumulative manner for the group (the members of the group of Bidders with their joint qualifications prove the fulfilment of the technical and professional capacities by submitting the required evidence).**

The group of Bidders with the Bid must also submit **the evidence on the forming of the group** of Bidders with the indication which of the legal entities is the Lead Bidder in the group (the mutual contract, i.e. agreement signed among the members of the group of Bidders with the clearly indicated Lead Bidder in the group, members and mutual rights and obligations). The Bidder which has submitted its Bid independently cannot be a member of the group of Bidders in the same procedure of public procurement. The member of the group of Bidders cannot be a member of the other group of Bidders. The group of Bidders is responsible for its obligations in a solidary manner.

Each member of the group of Bidders must prove independently, fulfillment of the requirements of article 45, 46, and 48 of the Public Procurement Law, as required by items 16 and 17 of this Invitation.

Also, each member of the group of bidders must submit a statement from the article 52 PPL - Attachment II of the Invitation.

12. Monitoring of the production process

For the purpose of approval of bulk production the selected Provider has to deliver to the Central Bank:

- a) Three (3) samples of produced KM coins for each denomination, and
- b) Laboratory report on performed testing of cross-sectioned coins.

The Central Bank is obliged to provide a reply in respect of the required approval within (7) seven calendar days from the day of receipt of such request for approval.

The Central Bank retains the right to engage an independent third party to analyze these samples and shall inform the selected Bidder accordingly. In this case the deadline for approval can be extended by (14) fourteen calendar days.

Without the approval of Central Bank, the bulk production cannot commence.

In case the samples are not in accordance with the requirements of the Central Bank and the concluded contract, the selected Provider is obliged to remove all the shortcomings in the shortest possible period.

Central Bank retains the right to perform the monitoring of production process of KM coins at any time. In that case, the Central Bank bears the travel costs (the costs of aircraft transport and accommodation) for the authorized representatives who carry out the monitoring.

The selected Provider is obliged, after the process of the production and delivery of KM coins is entirely completed, to submit to the Central Bank the data and information related to the tools which cannot be any longer used for the future production of KM coins, as well as the data on the coins with manufacture defects and other waste from the production process. These tools and waste shall be destroyed at the cost of the selected Provider with preparation of the Minutes on the performed destruction.

The tools given to the selected Provider by the Central Bank, as well as, the tools created by the selected Provider with purpose of producing the KM coins, which can be used for future production, are withdrawn to the Central Bank at the cost of the selected Provider, in the way and time as determined by the Central Bank.

13. Copyrights and related rights

The design of KM coins is the exclusive ownership of the Central Bank and the Central Bank can use it as it wishes and considers appropriate and useful. The selected Provider has no rights related to the design and the Central Bank has all the property and intellectual rights.

Moulds and other original materials for production (working materials), which the selected Provider makes for the production of KM coins, represent the exclusive ownership of the Central Bank.

The Central Bank has all the property and intellectual rights on the basis of the working materials, without obligations related to any compensation on that basis to the selected Provider, and in that respect, it has the right to use the working materials for the needs of future production of KM coins and the right to give them to a third party for purpose of minting KM coins.

14. Control of the delivered KM coins

The Central Bank does not consent to adapt the software of coin processing machines, as the coins which are the subject of this procurement have to have the identical technical features as the KM coins - issue 2017, except for the year of issue, thus, in that respect, the delivered coins **must not have any deviations and differences in respect of machine readability, and without the software adaptation, they should be ready to be put into circulation and to be used in cash transactions.**

For this purpose, the Central Bank retains the right to control a certain quantity of coins by random sample method, 2 000 pieces of each denomination per controlled delivery (10 000 pieces per controlled delivery) at ScanCoin MS10C, machines owned by the Central Bank.

The control will be carried out within ten (10) days from the day of the coin delivery.

The control on machine ScanCoin MS10C can be attended by the authorized person of the selected Provider, and uncirculated coins - issue 2017 can be tested subsequently with the purpose of proving the proper condition of the machine.

If, during the mentioned controls of the coins by deliveries, it is found out that the percentage of rejected coins exceeds 2% of the sample per one or more denominations, the Central Bank will consider that the selected Provider has failed to perform the contract provisions related to the required technical features of KM coins (identical technical features as in the coins - issue 2017).

In such case the Central Bank may use its right to activate the Performance guarantee, without the right of the selected Provider to complain.

The Central Bank reserves the right to engage an entity which will independently carry out the additional quality controls and controls of the equality of the coins - issue 2017 and those produced according to this contract.

15. Requirements in respect of the quality of the delivered coins

The selected Provider is obliged to guarantee the quality of the delivered coins.

The warranty period begins from the day of the successful delivery of the first quantity of the coins as defined in Item 6 of the Invitation to bid, and it ends by the expiry of 6 months counting from the date of the successful delivery of the entire contracted quantity of coins.

The successful delivery means the delivery which has met the requirements of the control of the delivered coins from Item 14 of this documentation and which meets the requirements of the contracting party in respect of the contracted quantity.

In case that during the warranty period, some shortcomings become obvious in coins, caused by the mistakes in the production process, which could not be seen earlier due to objective reasons, particularly: the problems related to the quality and durability of the coins, alloys and similar features, the selected Provider will be obliged to replace, at its own cost, the delivered coins, by the repeated producing and delivery of the entire contracted quantity. The deadline for the delivery of the replacement coins cannot be longer than three months, counting from the

day of submitting a complaint in writing with all the explanations in respect of the discovered shortcomings in the coins.

The replacement coins which are delivered after the complaint, will go through the same control process, and the same conditions in respect of the warranty period and quality according to this Invitation are applicable to them.

In case there is a complaint related to quality, the Central Bank may use its right to activate the Performance guarantee.

The conditions in respect of the coin quality and proceeding in case of complaint will be defined more precisely in the draft contract.

II- PHASES OF THE PROCUREMENT PROCEDURE

THE FIRST PHASE – THE PHASE OF PREQUALIFICATION AND SUBMISSION OF DOCUMENTATION IN THE FIRST PHASE OF THE PROCEDURE

16. Requirements for qualification in terms of personal ability (Article 45 of PPL) and the required evidence

The Bidder is obliged, with purpose of proving personal ability to prove that:

- a) It has not been convicted by the final judgment in criminal proceedings for the criminal offences of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in Bosnia and Herzegovina or the country where it is registered;
- b) It is not bankrupt or subject to bankruptcy proceedings, except in case of the existence of the applicable decision on the confirmation of the bankruptcy plan, or not subject of liquidation process, i.e. it is not in the process of suspending the business activity, according to the applicable regulations in Bosnia and Herzegovina or the country where it is registered;
- c) It has fulfilled the obligations relating to the payment of pension and disability insurance and health insurance, in accordance with the applicable regulations in Bosnia and Herzegovina or in the country where it is registered;
- d) It has fulfilled the obligations relating to the payment of direct and indirect taxes, in accordance with the applicable regulations in Bosnia and Herzegovina or in the country where it is registered.

With the purpose of proving the requirements from items a) to d), the Bidder is obliged to submit the **filled in** statement, which is **certified by the competent authority (public notary or court or municipality or similar)**, which is an integral part of the Invitation (**Annex I**).

Only the Bidder selected as the best one in this procedure of public procurement is obliged, before concluding the contract, to submit the following evidence with purpose of proving the facts confirmed in the Statement as it follows:

- a) Certificate from the criminal records of the competent court that it has not been convicted by the valid judgment in criminal proceedings for the criminal offences of

- organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in Bosnia and Herzegovina or the country where it is registered;
- b) Certificate or confirmation from the records where the facts are recorded that it is not bankrupt or not subject to bankruptcy proceedings, except in case of the existence of the applicable decision on the confirmation of the bankruptcy plan, or that it is not subject of liquidation process, i.e. is not in the process of suspending the business operations, according to the applicable regulations in Bosnia and Herzegovina or the country where it is registered;
 - c) Certificates by the competent tax authority or, if the Bidder is not registered in Bosnia and Herzegovina, confirmation or certificate from the records on the basis of which it can be concluded that it properly fulfils the obligations relating to the pension and disability insurance and health insurance;
 - d) Certificates of the competent institution(s) on the properly settled obligations related to direct and indirect taxes.

In case the Bidders have a concluded agreement on the rescheduling of obligations, i.e. postponed payment, on the basis of the contributions for pension-disability insurance, health insurance, direct and indirect taxes, they are obliged to submit the certificate of the competent institution(s) that the Bidder settles its rescheduled obligations according to the defined plan. If the Bidder has concluded an agreement on the rescheduling of obligations or postponed payment of obligations and carried out only one payment of the obligations, immediately before the Bid submission, it is not considered that it settles its liabilities according to the defined plan and such Bidder will not be qualified in this procedure of public procurement.

The evidence which the selected Provider is obliged to submit have to include the confirmation that at the moment of submitting the Bid, it fulfilled the requirements of the Tender Documentation. Otherwise, it will be considered that it has given a false statement. The evidence on the fulfilment of the requirements must be submitted within **twenty (20) days** from the day of receiving the notice on the results of this public procurement procedure. The evidence submitted by the selected Provider cannot be older than **three months** counting from the moment of submitting the Bid. The selected Provider has to meet all the conditions **in the moment of Bid submission**, otherwise it will be considered it has given a false statement from Article 45 of the Law.

The contracting party can disqualify the Bidder from this procedure of public procurement if the Applicant/Bidder has been guilty of grave professional misconduct committed during the period of three years prior to the beginning of procedure, which the contracting party may prove by any means, in particular, significant and/or repeated faults in performing essential requirements under the contract, which led to its premature termination (e.g. evidence on premature termination of the earlier contract due to the failure to meet an obligation according to the Law on Obligations), damage (final ruling of the competent court for the damage suffered by the contracting party), or other similar consequences due to an intent or negligence of a certain gravity of a business entity (the evidence according to the existing regulations in Bosnia and Herzegovina).

All the submitted documents before the contract conclusion will be examined and evaluated by the committee in charge of conducting the procurement procedure, which special Minutes will be made on.

Please note: if the most favorable bid was submitted by a foreign bidder, the bidder must provide evidence of statements made in the signed Declaration (Annex 1), by providing to the Contracting Authority, within 20 days from receipt of the notice and decision on the results of the procurement process, appropriate evidence issued in the bidder's country of origin! In the event that the required evidence objectively cannot be provided within 20 days, the Contracting Authority may, upon the selected bidder's request, extend this deadline for not more than 7 days after the initial deadline.

17. Requirements for qualification to prove a Bidder capacities (Articles 46, 48 and 50 of the PPL) and the required evidence

- 1) The Bidder is obliged, with the purpose of proving its capacity to perform the professional activity (Article 46 of PPL) to prove that it is registered for the performance of the professional activity – providing services of coins' production, which is the subject of this procurement procedure.

In that respect, the following will be taken into consideration as evidence:

- decision on entry into court or other registry, certificate from the court or other registry or other appropriate equivalent document which meets the requirement from Article 46 of the Law, issued by the competent authority, according to the applicable regulations of the country where the Bidder is seated/the country where the Bidder is registered, on the basis of which it can be undoubtedly determined that the Bidder is registered for performing the relevant activity.

In case the mentioned documents related to the Bidder's capacity to perform the professional activity (Article 46 of the Law) are not submitted in the documentation for the first phase of the procedure, or if they are not submitted in the way as required above, the Bidder will be excluded from further participation due to the failure to meet the mentioned requirement for qualification.

- 2) In respect of technical and professional capacities (Articles 48 and 50 of PPL), the Bidders are obliged to meet the following requirements:
 - a) The Bidder must have a successful experience in the realization of one or more contracts for producing euro coins or KM coins in the last three years, counting from the deadline for submitting documentation in the first phase of the procedure, in the total minimal value of the realized contracts of at least **BAM 3 400 000,00 (presented in the counter-value of euro – EUR 1 738 392,00) and the minimum quantity of 105 million pieces of euro coins or KM coins;**
 - b) The Bidder must meet the appropriate standards for quality assurance and environmental protection.
 - c) The Bidder must have the coins' production cycle in continuity, in the very mint, including the manufacturing of tools, production of coin blanks and minting.
 - d) The Bidder must meet the conditions in respect of technical equipment and abilities, meaning that it has available the laboratory for the control of the quality of the coins (its own laboratory or using the capacities of other entities - a contract with the accredited laboratories which control the quality of the coins);
 - e) The Bidder must be able to provide a laboratory report confirming the coating thickness of the coins in advance for each shipment to the Central Bank.

- f) The Bidder must have 24 hour security on site;
- g) The Bidder has to accept the service control process – the process of coin production, by the contracting party, which is related to the monitoring of the production process and the production capacities of the Bidder.
- h) At the request from the Central Bank, the Bidder must be able to postpone delivery and provide, free of charge, the storage in the mint for the period at the latest until the expiration of the deadline for the total delivery of KM coins.

Note: *The mentioned requirement under a) is harmonized with the provisions of Articles 2 and 7 of the Decision on the Policy of Production of Convertible Mark Banknotes and Coins, which makes it obligatory that, in respect of the quality, duration and protection against counterfeiting, the KM coins should be at the level of the current technological standards in the European Union countries, and that the authorized company entrusted with the production of KM cash must have appropriate, provable, successful experience and references in the producing of a quantity of euro coins or KM coins.*

With the purpose of proving the conditions related to technical and professional ability, the Bidder is obliged **to submit the following documents in the first phase of prequalification:**

- a) **The list of the performed contracts**, the subject of which is the service of producing euro coins or KM coins, **with the obligatory submission of certificates on their realization** provided by the other contracting party (ordering party). The certificates must necessarily include the following data:
 - Name and seat of the contracting parties,
 - Subject of the contract,
 - Value of the contract and the quantity of produced euro coins or KM coins in pieces,
 - Time and place of the contract implementation,
 - Statement that the contract has been dully performed.

In case all the above mentioned Certificates cannot be obtained from the other contracting party, out of objective reasons, **the Statement of the business entity on properly performed contracts shall be valid, which is delivered with the List of performed contracts, which in this case needs to contain all the above mentioned data (specifically the Statement and the List of performed contracts as two separate documents).** In this case, the Provider is required to present the evidence on attempts made to provide the Certificates of its own ordering parties (e.g. Request to issue the certificate, request to the service user sent in time and similar). **The contracting party in this case reserves the right to check all the quotations from the Statement and the List of Bidders!**

- b) Certificate/standard: ISO 9001 and ISO 14001. The contracting party will accept also other equivalent measures (standards) for quality assurance and environment protection, from the Bidders which do not have ISO certificates available. It must be obvious from the equivalent standards that the Bidder has implemented measures for quality assurance and environment protection;
- c) Statement of the Bidder to have the coins' production cycle in continuity, the Statement is created by the Bidder;
- d) Statement on technical facilities and capacity of Bidder to perform the contract - signed and certified Statement - data about its own laboratory or an accredited laboratory for quality control of the coins, available to Bidder. – The Statement is created by Bidder.
- e) Statement of Bidder that it will provide a laboratory report confirming the coating

- thickness of the coins to the Central Bank – The Statement is created by Bidder;
- f) Statement of Bidder that it has 24 hour security on site. – The Statement is created by Bidder;
- g) Statement of the Bidder to accept the control of the service - the process of coin production, by the contracting party, which relates to the monitoring of the production process and production facilities of the Bidder - Annex III;
- h) Statement of Bidder that, at the request of the Central Bank, it is able to postpone delivery and provide, free of charge, the storage in the mint for the period at the latest until the expiration of the deadline for the total delivery of KM coins. - Annex VI.

The contracting party may ask, by a written request, an Applicant to explain the submitted documents, within a period specified by the contracting party.

Applicants will be immediately informed about the decisions on the qualification results, in any case within seven (7) days from the date of the decision making.

The selected Applicants which meet the minimum requirements specified by the contracting party will be invited to bid. The documentation for the second phase of the process will be detailed to specify the conditions for further participation in the procedure (the deadline for submission of Bids, the conditions regarding the submission of the bid security, the performance guarantee, monitoring of the production process, the way of negotiating with the Bidders, the exact date for negotiations etc.).

18. The way of preparing the documentation for the first phase of procurement procedure

The documentation for the first phase of the procurement procedure is submitted in English by the Bidder. While preparing the documentation, the Bidder needs to adhere to the requirements and terms from this Invitation. The Bidder must not amend or supplement the text of the Invitation to Bid.

19. The way of the documentation delivery, address for the documentation delivery and the final deadline for the delivery

Documentation, regardless of the way of delivery (by mail, personally) must be received by the contracting party, at the following address: Centralna banka Bosne i Hercegovine, Maršala Tita 25, 71 000 Sarajevo, no later than **10th July 2020, until 12:00 hours**.

Documentation received after that deadline shall be considered as late and, as such, it shall be returned to the Bidder without opening. Therefore, such Bidders shall be excluded from the further participation in the procurement procedure.

Documentation is to be delivered at the mail office of the contracting party or via public post office at the address of the contracting party, in the closed envelope, on which, it should be written on **the front page of the envelope**:

**DOKUMENTACIJA ZA UČEŠĆE U POSTUPKU NABAVKE USLUGA –
PROIZVODNJA KOVANICA KONVERTIBILNE MARKE ZA POTREBE
CENTRALNE BANKE BOSNE I HERCEGOVINE**

„NE OTVARAJ – OTVARA KOMISIJA“

At the back of the envelope the Bidder is required to specify:

Name and the address of the Bidder/group of Bidders.

Documentation is **firmly bound** in a way to prevent additional taking from or inserting of the sheets. If the documentation is prepared in two or several parts, each part is firmly bound in a way to prevent subsequent inserting or taking out of the sheets. The firm binding is considered to be binding with **the security cord** (notary thread) or **the book firm binding with the hard book covers**. **The documentation bound with spiral binding or in ordinary plastic folder shall not be accepted!**

It is obligatory to deliver one original of the documentation, having in mind that the original has to be bound firmly in the previously described way.

The pages of the documentation are marked with numbers in a way to have visible the number of the page. When the documentation is prepared in several parts, the pages are marked in a way that each succeeding part starts as continuation of the ordinal number of the last page of the preceding part.

Documentation will not be rejected under the condition that the sheets are numerated in a way ensuring the continuation of numeration, and as far as continuation is ensured, the different way of numeration being a slight deviation, which does not alter, nor it is significantly different from the characteristics, terms and other requirements, defined in this Invitation.

20. Contents of the documentation for the first phase of the procurement procedure

In the first phase of the procurement procedure, all the participants are required to deliver the following documents:

- Written Statement of the Bidder from Article 45 of the Public Procurement Law - Annex I;
- The required evidence on meeting the qualification terms and conditions from Points 16 and 17 of the Invitation (including all the necessary documents, Annexes: II, III, VI, and the Statements created by the Bidder;
- Statement of the Bidder on acceptance of all the conditions from the Invitation for the first phase of the procurement procedure (certified by the Bidder and signed by the authorized person of the Bidder) – Annex IV;
- Confidentiality Statement– Annex V.

III - INFORMATION ON THE SECOND PHASE OF THE PROCEDURE – PHASE OF SUBMISSION OF THE INITIAL BIDS AND NEGOTIATIONS

The Bidders which meet the conditions from the first phase of the procedure – phase of prequalification will be invited to submit their initial bids and the negotiations will be carried out with them. The negotiations will be held by email, with each Bidder separately, without the procedure of public opening of the Bids. In the second phase of the procedure, all qualified Bidders, along with the Initial Bid, which is delivered in the Form defined by the Central Bank of Bosnia and Herzegovina, will have to deliver:

- **Bid security** – The contracting party shall demand from the Bidder to deliver the bid security in the second phase of the procurement procedure – the phase of submission of the initial bids and negotiations amounting to **BAM 51 000.00 i.e. EUR 26 075 (twenty six thousand and seventy five euros), which corresponds to the amount of 1.5% of the estimated value of the procurement.**

It is allowed that the amount of the bid security is denominated in euro currency (EUR), under the condition that the euro amount of the bid security is equal to the convertible mark amount according to the legal exchange rate of euro against convertible mark, being one KM is EUR 0.511292, i.e. one EUR being 1.955830 convertible marks.

All the detailed requirements related to the bid security will be defined in the documentation for the second phase of the procurement procedure.

- **Performance guarantee/security** – The contracting party shall demand a guarantee for the good performance of the contract from the selected bidder. The amount of the performance guarantee is 10% of the total value of the concluded contract. It is allowed to denominate the performance security amount in euro currency (EUR), under the condition that the euro amount of the performance security is equal to the convertible mark amount according to the legal exchange rate of euro against convertible mark, being one KM is EUR 0.511292, i.e. one EUR being 1.955830 convertible marks.

All the detailed requirements for performance security shall be specified in the documentation for the second phase of the procurement procedure.

- **Annexes/Statements that shall be specified in the documentation for the second phase of procurement procedure.**

This Invitation to Bid is written in the local language and translated into English. In case of any discrepancies or differences between the version in the local language and the one in English language, the version in the local language shall prevail.

Annex I

Statement on the fulfilment of the requirements from Article 45. Par. (1) Items from a) to d) of the Public Procurement Law („BH, Official Gazette, No: 39/14“)

I, the undersigned _____ (name and family name), with personal identification card no: _____ issued by: _____, as a representative of the business company or economic activity or similar activity, i.e. a representative of the Bidder: _____ (state the position, the name of the business company or economic activity or similar activity), ID number: _____, the seat of which is in _____ (town/municipality), at the address _____ (street and number), as an Applicant /Bidder in the process of public procurement _____ (to state the exact name and type of public procurement process), which is carried out by the contracting party: _____ (to state the exact name of the contracting party), and according to Article 45 paragraphs (1) and (4) **with full material and criminal responsibility**

HEREBY DECLARE

Applicant/Bidder _____ in the mentioned process of public procurement, which I represent:

- a) Has not been convicted by the valid judgment in criminal proceedings for the criminal offences of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in BH or the country where it is registered;
- b) Is not bankrupt or subject to bankruptcy proceedings, or subject of liquidation process;
- c) Has not failed to fulfil the obligations relating to the payment of pension and disability insurance and health insurance, in accordance with the applicable regulations in BH or in the country where it is registered;
- d) Has not failed to fulfil the obligations relating to the payment of direct or indirect taxes, in accordance with the applicable regulations in BH or the country where it is registered.

In this respect, I am familiar with the Applicant / Bidder obligation to, in case of award of the contract, submit the documents referred to in Article 45, paragraph (2) items a) to d) at the request of the contracting party and within the period specified by the contracting party pursuant to Article 72, paragraph (3) Item a).

I further declare that I am aware that falsification of official documents, or use of false official or business document, book or file in the service or the business as if they were true, are the criminal offenses provided for in the Criminal Codes in BH, and that providing false information in the documents that prove personal ability referred to in Article 45 of the Public Procurement Law is an offense for which there are defined the fines of 1,000.00 to 10,000.00 BAM for the Bidder (legal entity) and BAM 200.00 to 2,000.00 for the Bidder's responsible person.

I also declare that I am aware that the contracting party which carries out the mentioned procedure of public procurement according to Article 45 paragraph (6) of the Public Procurement Law, in case of doubting the correctness of the data provided by this Statement, retains the right to check the veracity of the presented information with the competent bodies.

The Statement provided by:

Place and date of giving the Statement:

Signature and seal of the competent body:

L.S.

WRITTEN STATEMENT FROM THE ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW

I, the undersigned _____ (name and family name), with personal identification card no: _____ issued by: _____, as a representative of the business company or economic activity or similar activity, (of the Bidder) _____ (to state the position, the name of the business company or economic activity or similar activity), ID number: _____, the seat of which is in _____ (town/municipality), at the address _____ (street and number), as an Applicant/Bidder in the public procurement procedure _____ (to state the exact name and type of public procurement procedure), which is carried out by the contracting party: _____ (to state the exact name of the contracting party), and according to the Article 52 paragraph (2) of the Public Procurement Law, **with full material and criminal responsibility**

HEREBY DECLARE

1. I have not offered a bribe to any person involved in the procurement process, at any phase of the procurement process.
2. I have not given or promised a gift or other benefit to an official or responsible person in the contracting party, including a foreign official person or an international official, in order to perform in the framework of official competencies, the action that he should not perform or refrains from performing acts that should to be performed by him or by someone who mediates in the bribery of an official or responsible person.
3. I have not given or promised a gift or other benefit, official or responsible person in the contracting party, including a foreign official person or an international official, in order to perform in the framework of his official competencies, the actions that he should perform or he refrains from performing actions, which should not be executed.
4. I have not been involved in any activity aimed at corruption in public procurement.
5. I have not participated in any action that is aimed at corruption in the course of the procedure of this public procurement.

By giving this Statement, I am aware of the criminal liability provided for offenses of bribery and criminal offenses against official and other responsibilities and duties as provided under the Criminal Code of Bosnia and Herzegovina.

The Statement provided by:

Place and date of giving the Statement:

Signature and seal of the competent body:

Statement of the Bidder to accept the control of the service - process of the coins productions, by the contracting party, which is related to the monitoring of the production process and the production facilities of the Bidder

As the Bidder in the procedure of public procurement of KM coins for the needs of the Central Bank of Bosnia and Herzegovina **with full material and criminal responsibility**

WE HEREBY DECLARE

That in case our Bid is selected as the most successful one, we accept the control of the service - process of the coins production, by the contracting party, which is related to the monitoring of the production process and the production facilities of the Bidder in line with the Invitation to Bid.

Signature and seal of the Bidder:

Statement of the Bidder on acceptance of all the terms from the Invitation to Bid for the first phase of the procurement procedure

As the Bidder in the procedure of public procurement of KM coins for the needs of the Central Bank of Bosnia and Herzegovina **with full material and criminal responsibility**

WE HEREBY DECLARE

We have acknowledged and we fully accept the contents of **the Invitation to Bid** for the first phase of the procurement procedure for the service – production of KM coins. By this Statement we agree with its provisions entirely, without any reserves or restrictions.

Signature and seal of the Bidder:

Confidentiality Statement of the Bidder

As a Bidder in the public procurement procedure of KM coins for the needs of the Central Bank of Bosnia and Herzegovina **with full material and criminal responsibility**

WE HEREBY DECLARE

That on our behalf and on behalf of all persons who will be involved in the procurement procedure, regardless of the manner and form of their engagement, we accept the confidentiality of all documents, information, data or information related to the complete process of KM cash production (data that we collect in the procurement process, the data on contracting, the process of KM cash production, technical specification, working materials storage and delivery) received during the procurement procedure and during the process of KM cash production, and hereby we commit to their keeping within 10 years from the day of finding those data.

We hereby guarantee that all the above-mentioned persons will not disclose terms of technical specifications, terms of procurement, contract provisions and other documents or information or data received during the public procurement procedure and the production process of KM cash, for the duration of the Contract, as well as 10 years after its completion.

By giving this Statement we are fully aware of the responsibility that we take on ourselves with participation in this procurement procedure, as well as by the signing of Contract for the procurement of KM banknotes in the case that the latter is awarded to us.

We deliver attached to this Statement a list of all persons who will be included in the procurement procedure and engaged in the production of KM cash and we commit to collect and safeguard the individual Confidentiality Statement of any individual named on the attached list.

Signature and seal of the Bidder:

Annex: List of all persons who will be included in the process of public procurement.

As a Bidder in the public procurement procedure of the KM coins for the needs of the Central Bank of Bosnia and Herzegovina **under full material and criminal responsibility**

WE HEREBY DECLARE

That in the very mint we own our own storage space that meets the security requirements of the European Central Bank, and we accept that, at the request of the Central Bank for the postponement of delivery, we provide free safe storage for the period at the latest until the expiration of the deadline for the total delivery of KM coins.

Signature and seal of the Bidder:
