

**BOSNIA AND HERZEGOVINA**



**Ministry for Human Rights and Refugees**

# **MANUAL**

ON PROCEDURES IN IMPLEMENTATION  
OF RECONSTRUCTION AND RETURN PROJECTS IN BIH

*Sarajevo, May 2005*

**MANUAL**  
On Procedures in Implementation of  
Reconstruction and Return Projects in BiH

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**Ministry for Human Rights and Refugees**

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*SUTRA project is a joint project of the EU, UNDP and the BiH Ministry for Human Rights and Refugees, in cooperation with entity ministries for refugees and DPs, Brcko District and the Return Fund, aiming at strengthening the local authorities on central and municipal level.*

*Free copy*

## ***Foreword***

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*This Manual has been produced as a result of several months of efforts by the expert services of the Ministry for Human Rights and Refugees and the Return Fund to compile, systemize and integrate relevant regulations, decisions and draft standard working and operational procedures, document templates and formats that will assist in implementation of the reconstruction and return projects in BiH.*

*A special contribution in preparation of this publication has been provided by the United Nations Development Program (UNDP) through a joint project of „Sustainable Transfer to Return-related Authorities” (SUTRA), by the European Commission Delegation to BiH, and the Project Monitoring Unit „AHT GROUP AG/EC”.*

*The Manual consists of five mutually integrated thematic chapters, which overall provide a comprehensive and practical material for all the stakeholders in the process of implementation of Annex 7 of the Dayton Peace Agreement and in exercising rights of refugees, displaced persons and returnees to receive assistance in reconstruction of their housing units, with clearly defined roles and responsibilities.*

*The basic principle promoted in this document is a decentralized form of procedures, which is in full compliance with the spirit of the European standards and commitments, meaning that broad competencies and responsibilities have been delegated to the local communities and tasked to identify actual priorities in close cooperation with the civil society for targeted assistance to beneficiaries and thus contribute to the democratic stabilization of a wider community.*

*The Manual has been technically designed so that each document can be copied and used in appropriate situations, thereby on the one hand ensuring a standardized framework for implementation and monitoring of all stages of implementation of reconstruction and return programs and projects in BiH, while on the other hand providing an opportunity for adjustments to specific needs and requirements.*

*This method provides for coordination of administrative procedures and reduction of the time required for their implementation, thus leaving the space to focus on the content-related rather than formal activities in fulfilling tasks from the framework of competencies, responsibilities and the scope of work of the civil servants at all levels of authority in BiH.*

*Editing Team*

**T A B L E O F C O N T E N T S**

<b>CHAPTER I</b>		
<i>Identification of Priority Areas for Project Implementation and Planning of Resources' Allocation Intended for Reconstruction and Return in BiH</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>I.1.</b>	Methodology for Selection of Priority Areas/Municipalities for Reconstruction and Return Projects' Implementation	10
<b>I.2.</b>	Sample Ranking List of the Areas from 142 Municipalities in BiH	12-14
<b>I.3.</b>	Sample Proposed Clusters for Project Implementation	16
<b>I.4.</b>	Sample Decision on Adoption of the List of Municipalities and the Resources Allocation Plan with Integral Parts (List and Plan)	18-20
<b>I.5.</b>	Sample Memorandum of Understanding	22-23
<b>CHAPTER II</b>		
<i>Selection of Return-Related Housing Reconstruction Assistance Program Beneficiaries</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>II.1.</b>	Decision on the Manner of Donor's Representatives Appointment in the Commission for Selection of Beneficiaries	28
<b>II.2.a.</b>	Decision on the Appointment of the Commission for Selection of Return-related Housing Reconstruction Assistance Beneficiaries (template)	30
<b>II.2.b.</b>	Sample Rules of Procedures of the Commission for Beneficiaries' Selection	32-36
<b>II.3.</b>	Sample Public Invitation and Announcements in Newspapers	38-42
<b>II.4.</b>	Guidelines for Application of the Instruction with Sample Special Criteria Evaluation Table	44-49
<b>II.5.</b>	Application/Declaration Form and Tables	52-56
<b>II.6.a.</b>	Standard Beneficiary Questionnaire	58-65
<b>II.6.b.</b>	Forms for Preliminary Damage Degree Assessment and Classification Based on the Damage Degree and on the Costs of Reconstruction of the Damaged or Destroyed housing units/houses	68-69
<b>II.7.</b>	Standard Form for Announcement of the List of Selected Assistance Beneficiaries	72
<b>CHAPTER III</b>		
<i>Operational Manual For Implementation of Technical Project Component</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>III.</b>	General Instructions for Implementation of the Technical Project Component with Standard Formats	74-85
<b>III.1.</b>	IMG Standards	88-93
<b>III.2.</b>	Project Task for Engineering Design Companies	96-100
<b>III.3.</b>	Instruction for Tender Procedure and Evaluation of Bids with Accompanying Formats	102-126
<b>III.4.</b>	A copy of the Tender File with Annexes and Accompanying Formats	128-180
<b>III.5.</b>	Standard Form of Invitation and Transfer Record	182-184
<b>III.6.</b>	Standard Form of Technical Certification Record	186-188
<b>III.7.</b>	Standard Form of Invitation for Final Settlement of Works	190
<b>III.8.</b>	Standard Form of The Final Settlement of Works Record	192-193
<b>III.9.</b>	Memorandum of Understanding on Connection of Returnee Housing Units onto the Elektroprivreda's Public Power Grid in BiH	196-198
<b>III.10.</b>	Standard Agreement between Municipalities and the JP Elektroprivreda Public Enterprise	200-202

<b>CHAPTER IV</b>		
<i>Procedure of the Return Fund for Financial Implementation of the Approved Projects</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>IV.1.</b>	Introduction	204
<b>IV.2.</b>	Model Agreement on Association and Method of Resource Execution	206-207
<b>IV.3.</b>	Book of Rules on Management of the Return Fund Resources	210-212
<b>IV.4.</b>	Explanation on Adoption and Management of the Return Fund Resources by the Council of Ministers of BiH	214
<b>IV.5.</b>	Financial Execution By Contracts	216-219
<b>IV.5.1.</b>	Request Form for Submission of Contracts to the General Attorney Office of BiH	222
<b>IV.5.2.</b>	Contract Template for Design of the Project Implementation Documentation	224-230
<b>IV.5.3.</b>	Contract Template on Rehabilitation of Housing Units Based on the „Turnkey“ System	232-240
<b>IV.5.4.</b>	Contract Template on Continuous Construction Supervision	242-246
<b>IV.5.5.</b>	Contract Template for Materials Supply	248-256
<b>CHAPTER V</b>		
<i>Standard Working Procedure for Return Projects Monitoring in BiH</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>V.1.</b>	Communications Flow Graph among All Participants	260-266
<b>V.2.</b>	Template Report on Implementation of Beneficiary Selection Procedures	268-269
<b>V.3.</b>	Template Report on Implementation of Tender Procedures	272-273
<b>V.4.</b>	Template Information on Contract/Company	276-277
<b>V.5.</b>	Template Information on Payment/Beneficiary Data	280-281
<b>V.6.</b>	Template Report by the MHRR Monitors	284-286
<b>V.7.</b>	Template Monthly Report by the Municipality	288-291
<b>V.8.</b>	Template Report on Omissions Observed	294
<b>V.9.</b>	Template Report on the Status of Works on Housing Units (Report from the Monitoring Data Base)	296
<b>V.10.</b>	Template Financial Project Report with the List of Annexes	298-304
<b>ANNEXES VI</b>		
<i>Laws and Instructions</i>		
<b>Number</b>	<b>Description</b>	<b>Page</b>
<b>VI.1.</b>	Unofficial Revised Text of the Law on Refugees from BiH and Displaced Persons in BiH („Official Bulletin of BiH“, Numbers 23/99, 21/03 and 33/03)	308-317
<b>VI.2.</b>	Instruction on Implementation of Beneficiary Selection Procedures in Return-Related Housing Reconstruction Assistance Programs („Official Bulletin of BiH“, Number 25/04 dated June 01, 2004)	320-327
<b>VI.3.</b>	Law on Public Procurements of Bosnia and Herzegovina („Official Bulletin of BiH“, Number 49/04 dated November 02, 2004)	330-371
<b>VI.4.</b>	Instruction on the Method of Notification on Procurement, Contract Award and Annulment of the Procurement Procedure („Official Bulletin of BiH“, Number 17/05 dated March 28, 2005)	374-376
<b>VI.5.</b>	Instruction on the Method of Record Making on Opening of Bids („Official Bulletin of BiH“, Number 17/05 dated March 28, 2005)	378

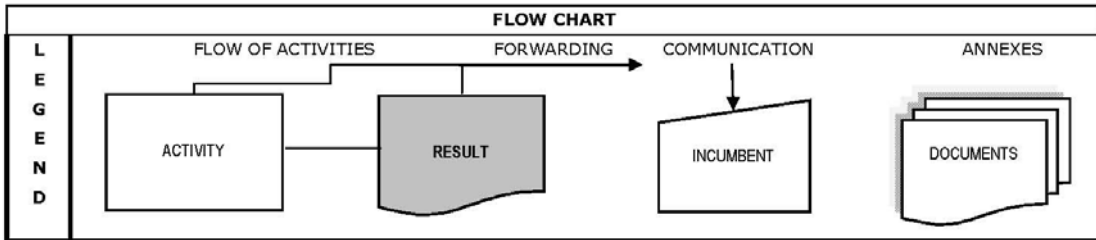
**CHAPTER I**

*Identification of Priority Areas for Project  
Implementation and Planning of Resources' Allocation  
Intended for Reconstruction and Return in BiH*

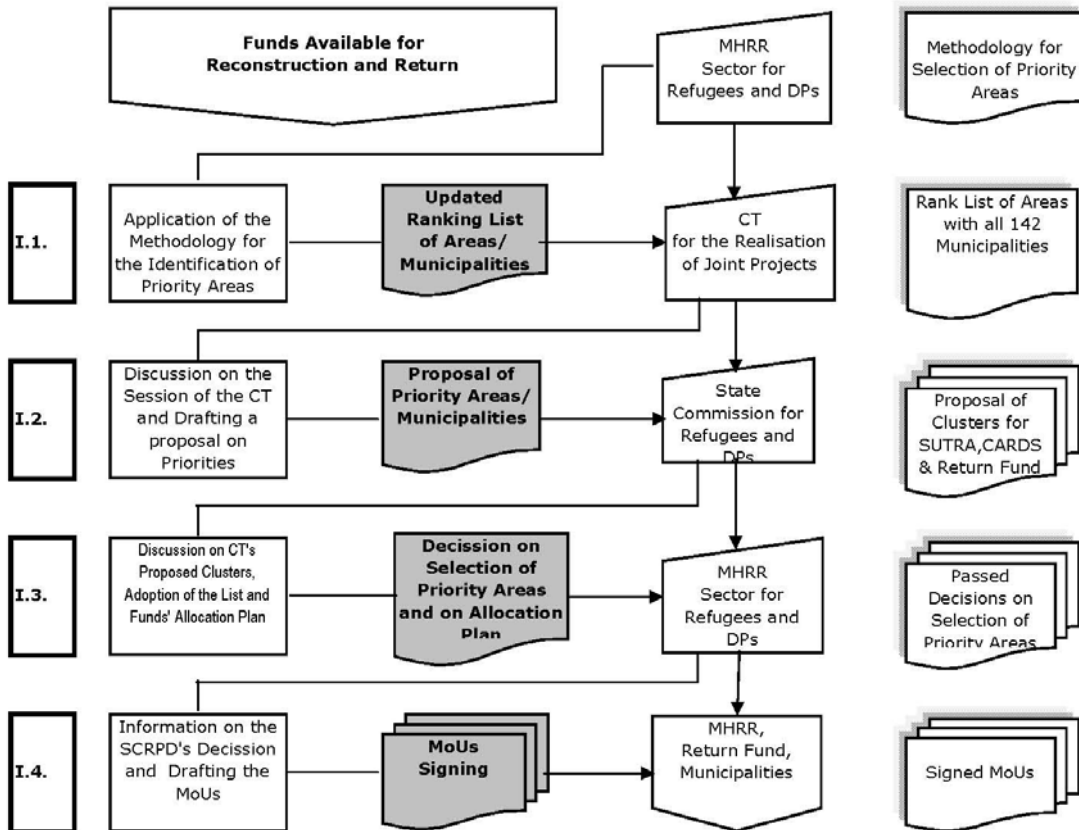
**FLOW OF ACTIVITIES, RESULTS' FORWARDING AND COMMUNICATION AMONG STAKEHOLDERS  
IN REALISATION OF FUNDS FOR THE IMPLEMENTATION OF  
RECONSTRUCTION AND RETURN PROGRAMS AND PROJECTS IN BIH**

**ACRONYMS**

- MHRR** MINISTRY FOR HUMAN RIGHTS AND REFUGEES  
**SCRDP** STATE COMMISSION FOR REFUGEES AND DISPLACED PERSONS  
**CT** COORDINATION TEAM OF THE SCRDP FOR REALISATION OF JOINT PROJECTS



**I. IDENTIFICATION OF PRIORiy AREAS FOR IMPLEMENTATION OF RECONSTRUCTION AND RETURN PROJECTS AND PLANNING THE ALLOCATION OF FUNDS AIMED AT RECONSTRUCTION AND RETURN**





**METHODOLOGY**  
**for Selection of Priority Areas for Reconstruction and**  
**Return Projects Implementation**

**METHODOLOGY**  
**for Selection of Priority Areas**  
**for Reconstruction and Return Projects Implementation**

1. The basic criterion for the selection of the priority areas in which projects of reconstruction and return will be implemented, is based on the needs for return and reconstruction;
2. The indicator of return needs is the number of registered potential beneficiaries/families based on the number of applications received following the Public Invitation of the Ministry for Human Rights and Refugees.
3. The indicator of reconstruction needs is the number of remaining damaged and destroyed housing units based on municipality reports collected in the process of data verification in the Central Database;
4. The indicators of return and reconstruction needs are valued equally;
5. The indicators for divided and newly formed municipalities are added and grouped into areas;
6. The areas are sorted according to the return needs indicator, in the way that the first position is taken by the area in which the number of registered potential beneficiaries/families is the highest, and the last position is taken by the area in which the number of registered potential beneficiaries/families is the lowest. If the number of registered potential beneficiaries/families in two or more areas is the same, those areas take the same position;
7. The areas are sorted according to the reconstruction needs indicator, in the way that the first position is taken by the area in which the highest number of damaged and destroyed housing units is recorded according to municipality reports and the last position is taken by the area in which the lowest number of damaged and destroyed housing units is recorded. If the same number of remaining damaged and destroyed housing units is recorded in two or more areas, those areas take the same position.
8. The area positions based on the return needs indicator and the reconstruction needs indicator are added and the areas are sorted from the lowest to the highest sum of positions. If two or more areas have the same summary position, the higher position in the ranking list is taken by the area with the higher position by the recorded return needs indicator.
9. The list sorted in this way represents the rank list of areas which is the basis for the identification of priority areas in which BiH reconstruction and return projects will be implemented.
10. For the implementation of the SUTRA and CARDS integrated projects which also include the capacity building component, the selection of areas is made according to the order from the ranking list, provided that these areas include one administrative territorial unit which has not been identified earlier as the priority area for the implementation of these programs.

**Rank List of Priority Areas  
for the Implementation of Joint Projects in 2004**

Rank List of Municipalities  
Created Pursuant the Methodology for Selection of Priority Areas

- Data as at 10/09/2004 -

Rank	Municipality	B	C	S	O	n/a	Applications	1.pos	H stock	2.pos	1+2
1	1. Zvornik, RS 2. Sapna, F BiH	512	2	76		14	604	3	6.192	4	7
2	3. Mostar, F BiH 4. Istočni Mostar, RS	154	48	372	1	17	592	5	4.505	8	13
3	5. Bihać, F BiH	195	9	193	2	8	407	9	4.430	9	18
4	6. Maglaj, F BiH	109	9	291		9	418	8	3.673	12	20
5	7. Sarajevo-Ilidža, F BiH 8. Kasindo, RS	128	29	113	2	8	280	18	10.246	2	20
6	9. Srebrenica, RS	226	4	39	2	7	278	19	6.110	5	24
7	10. Goražde, F BiH 11. Ustiprača, RS	305	2	428	3	23	761	1	2.461	26	27
8	12. Jajce, F BiH 13. Jezero, RS	215	154	79	9	12	469	6	2.567	25	31
9	14. Drvar, F BiH 15. Istočni Drvar, RS	1	5	612	2	17	637	2	1.736	35	37
10	16. Lukavac, F BiH	1	1	268		6	276	20	3.029	17	37
11	17. Rogatica, RS	267		14	1	4	286	17	2.866	21	38
12	18. Teslić, RS	86	169	7		4	266	23	3.367	15	38
13	19. Vlasenica, RS 20. Milići, RS	177		30	1	2	210	32	5.189	6	38
14	21. Derventa, RS	51	84	19		6	160	39	13.658	1	40
15	22. Velika Kladuša, FBiH	287	6	22	4	3	322	12	2.194	30	42
16	23. Foča, RS 24. Foča-Ustikolina, F BiH	154	1	77		7	239	26	3.207	16	42
17	25. Visoko, F BiH	279		11		8	298	16	2.303	29	45
18	26. Doboј, RS 27. Doboј-Istok, F BiH 28. Doboј-Jug, F BiH	350	220	14	2	11	597	4	1.632	42	46
19	29. Vareš, F BiH	105	87	109	3	9	313	14	1.999	33	47
20	30. Bratunac, RS	199	2	43		2	246	25	2.776	22	47
21	31. Ključ, F BiH 32. Ribnik, RS	107	1	109	1	4	222	30	2.926	19	49
22	33. Travnik, F BiH	34	95	31		6	166	38	3.711	11	49
23	34. Šamac, RS 35. Domaljevac, F BiH	130	160	43	1	10	344	11	1.615	43	54
24	36. Novi Grad, RS 37. Bosanska Kostajnica, RS	349	3	21	1	3	377	10	1.453	45	55
25	38. Bosanska Krupa, F BiH 39. Krupa na Uni, RS 40. Bužim, F BiH	70		63		2	135	42	3.449	13	55
26	41. Kotor Varoš, RS	62	16	27	1	8	114	46	3.379	14	60
27	42. Novo Sarajevo, F BiH 43. Lukavica, RS	51	22	186	5	10	274	21	1.653	41	62
28	44. Bosanski Petrovac, F BiH 45. Petrovac, RS	7		200		7	214	31	2.182	31	62
29	46. Bosansko Grahovo, F BiH		2	298		10	310	15	1.197	51	66
30	47. Sanski Most, F BiH 48. Oštra Luka, RS	22	6	83		4	115	45	2.700	23	68

Rank	Municipality	B	C	S	O	n/a	Applications	1.pos	H stock	2.pos	1+2
31	49. Sarajevo-Noví Grad, F BiH	90	6	114	5	12	227	28	1.497	44	72
32	50. Stolac, F BiH 51. Berkovići, RS	82	55	56	1	5	199	34	1.712	38	72
33	51. Bosanski Brod, RS	19	12	25	1	2	59	64	4.000	10	74
34	53. Brčko Distrikt BiH	26	6	10		1	43	71	8.238	3	74
35	54. Konjic, F BiH	8	13	61		1	83	55	2.880	20	75
36	55. Prijedor, RS	426	11	14	1	10	462	7	600	70	77
37	56. Tuzla, F BiH	94	8	125	5	6	238	27	1.250	50	77
38	57. Sarajevo-Ilijaš, F BiH	54	4	164	1	4	227	28	1.196	52	80
39	58. Kalesija, F BiH 59. Osmaci, RS	29		116		13	158	40	1.698	40	80
40	60. Bugojno, F BiH	27	147	40		10	224	29	1.174	53	82
41	61. Čapljina, F BiH	74	6	182	2	8	272	22	813	62	84
42	62. Trnovo, RS 63. Trnovo, F BiH	126		47			173	37	1.372	47	84
43	64. Sarajevo-Vogošća, F BiH	22	4	35		1	62	62	2.672	24	86
44	65. Kladanj, F BiH			42			42	72	2.939	18	90
45	66. Ugljevik, RS 67. Teočak, F BiH	166		25	8	4	203	33	884	58	91
46	68. Gračanica, F BiH 69. Petrovo, RS	1		8		2	11	84	4.670	7	91
47	70. Odžak, F BiH 71. Vukosavlje, RS	4	6	46	1		57	66	2.367	27	93
48	72. Glamoč, F BiH	57	1	252	2	6	318	13	459	82	95
49	73. Prozor, F BiH	207	7				214	31	739	67	98
50	74. Mrkonjić Grad, RS	70	3	20	1	4	98	50	1.310	49	99
51	75. Banja Luka, RS	22	15	5		1	43	71	2.365	28	99
52	76. Zavidovići, F BiH	128	8	116	2	3	257	24	475	79	103
53	77. Kupres, F BiH 78. Istočni Kupres, RS	14	36	103		5	158	40	756	66	106
54	79. Višegrad, RS		7	43		1	51	69	1.714	37	106
55	80. Čajniče, RS	63		38			101	49	862	59	108
56	81. Novi Travnik, F BiH	6	75	9		3	93	51	902	57	108
57	82. Zenica, F BiH	6	43	67		3	119	44	691	68	112
58	83. Vitez, F BiH	28	32	8	2	1	71	58	993	55	113
59	84. Šipovo, RS	25		7			32	77	1.718	36	113
60	85. Kakanj, F BiH	2	6	26			34	75	1.700	39	114
61	86. Kiseljak, F BiH	82	99	2	1		184	35	473	80	115
62	87. Tešanj, F BiH 88. Usora, F BiH	5	55	47		1	108	48	739	67	115
63	89. Srebrenik, F BiH	3		80		2	85	53	806	63	116
64	90. Modriča, RS	6	4	1			11	84	2.130	32	116
65	91. Gradačac, F BiH 92. Pelagićevo, RS	1	6	2			9	85	1.883	34	119
66	93. Trebinje, RS 94. Ravno, F BiH	7		63			70	59	837	61	120
67	95. Donji Vakuf, F BiH	13	7	12		1	33	76	1.392	46	122
68	96. Livno, F BiH		2	82			84	54	594	71	125
69	97. Pale, RS 98. Pale, F BiH	122		48		6	176	36	248	90	126
70	99. Kozarska Dubica, RS	33		5		1	39	73	1.035	54	127

Rank	Municipality	B	C	S	O	n/a	Applications	1.pos	H stock	2.pos	1+2
71	100. Bijeljina, RS	131		3	13	1	148	41	345	87	128
72	101. Kalinovik, RS	18		2		1	21	81	1.320	48	129
73	102. G. Vakuf-Uskoplje, F BiH	15	19	1		2	37	74	903	56	130
74	103. Olovo, F BiH	5	1	49			55	67	770	64	131
75	104. Orašje, F BiH 105. Donji Žabar, RS	3	104	1		2	110	47	371	85	132
76	106. Sokolac, RS	65		1		2	68	61	550	72	133
77	107. Gacko, RS	70	1	1			72	57	481	78	135
78	108. Žepče, F BiH	87	11	24		10	132	43	200	93	136
79	109. Rudo, RS	64		3		2	69	60	522	76	136
80	110. Lopare, RS	47		11			58	65	489	77	142
81	111. Jablanica, F BiH	46	35	2		6	89	52	200	93	145
82	112. Sarajevo-Hadžići, F BiH	9	3	31		1	44	70	526	75	145
83	113. Dobretići, F BiH 114. Kneževo, RS	2	5	3		2	12	83	763	65	148
84	115. Sarajevo-Centar, F BiH	17	3	45	2	1	68	61	338	88	149
85	116. Cazin, F BiH	24		2			26	80	612	69	149
86	117. Čelić, RS	1		3			4	89	844	60	149
87	118. Han Pijesak, RS	60				1	61	63	300	89	152
88	119. Nevesinje, RS	36	11	4		1	52	68	372	84	152
89	120. Sarajevo-St. Grad, F BiH 121. Istočni Stari grad, RS	24	1	16		2	43	71	471	81	152
90	122. Gradiška, RS	13	10		5		28	79	548	73	152
91	123. Prnjavor, RS	68		6	1	3	78	56	91	100	156
92	124. Busovača, F BiH	3		4			7	86	527	74	160
93	125. Banovići, F BiH	11		8	1	1	21	81	393	83	164
94	126. Fojnica, F BiH		9				9	85	358	86	171
95	127. Breza, F BiH	1		15	1		17	82	246	91	173
96	128. Živinice, F BiH	5		4			9	85	300	89	174
97	129. Kreševo, F BiH	24	5				29	78	77	101	179
98	130. Ljubinje, RS	7					7	86	113	98	184
99	131. Bileća, RS	1		2			3	90	140	95	185
100	132. Srbac, RS	0	0	0	0	0	0	93	203	92	185
101	133. Ljubuški, F BiH	5				1	6	87	105	99	186
102	134. Šekovići, RS	1		2			3	90	133	96	186
103	135. Čelinac, RS	0	0	0	0	0	0	93	183	94	187
104	136. Laktaši, RS	2					2	91	132	97	188
105	137. Široki Brijeg, F BiH		1	4			5	88	22	105	193
106	138. Neum, F BiH			1		1	2	91	55	102	193
107	139. Tomislavgrad, F BiH	0	0	0	0	0	0	93	45	103	196
108	140. Grude, F BiH	0	0	0	0	0	0	93	24	104	197
109	141. Čitluk, F BiH	1					1	92	13	106	198
110	142. Posušje, F BiH	0	0	0	0	0	0	93	0	107	200

**Proposed Clusters for the Implementation  
of SUTRA Project and CARDS 2003 IRP**

**BOSNA I HERCEGOVINA**



*Ministarstvo za ljudska prava i izbjeglice - Ministry for Human Rights and Refugees*

*Sekretar sa posebnim zadatkom - Secretary with special duties*

---

**Sarajevo, 15 July 2003**

**Bosnia and Herzegovina  
Commission for Refugees and Displaced Persons**

**SUBJECT: Proposal of Municipalities for the Implementation of  
«SUTRA» and CARDS 2003 Projects**

**I – Cluster «Sutra»:**

Brod, Doboj, Derventa, Travnik, Lukavac, Tuzla, Mostar (all 6 municipalities)

**II – Cluster 1:**

Sarajevo (Novi Grad, Novo Sarajevo, Stari Grad, Centar, Ilidža), Visoko, Goražde.

It was suggested that funds aimed for this cluster should amount to EUR 3,5 million.

**III – Cluster 2:**

Srebrenica, Bratunac, Vlasenica, Zvornik.

It was suggested that funds for this cluster should amount to EUR 2 million.

**IV – Cluster 3:**

Bihac, Sanski Most, Prijedor.

It was suggested that funds for this cluster should amount to EUR 1,75 million.

**V – Cluster 4:**

Teslic, Kotor Varoš, Gradiška.

The funds aimed for this cluster would also amount to EUR 1,75 million.

SECRETARY WITH A SPECIAL TASK

Mustafa Alikadić, signed

Chair of the Coordination Team



**Decision on Adoption of the List of Municipalities and  
Funds' Allocation Plan for 2004**



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Pursuant to Article 23 of the Law on Refugees from BiH and Displaced Persons in BiH (Official Gazette BiH, No: 23/99, 21/03 and 33/03), Article 24 of the Rule Book on Operations of the Commission for Refugees and Displaced Persons, the Commission for Refugees and Displaced Persons, at its 10<sup>th</sup> meeting held on 30 November 2004, passed

**DECISION**  
**on the Adoption of List of Municipalities and Plan of Allocation of Funds by Municipalities in which Joint Projects in 2004 will be Implemented**

**I**

The List of Municipalities and the Plan of Allocation of Funds by Municipalities in which Joint Projects in 2004 will be implemented is hereby adopted.

**II**

Ministry for Human Rights and Refugees will inform the selected municipalities as soon as possible and prepare the necessary Memorandum of Understanding, and organize its signing by the selected municipalities and other signatories.

**III**

The integral parts of the Decision are «The List of Municipalities in which Joint Projects in 2004 will be implemented » and «the Plan of Allocation of Funds by Municipalities in which Joint Projects in 2004 will be Implemented».

**IV**

Ministry for Human Rights and Refugees will inform interested institutions and the general public on the selected municipalities for the realization of joint projects in 2004.

**V**

The decision shall take effect on the date of its delivery.

Ref. No.: K-253-10/04  
30 November 2004  
Sarajevo

PRESIDENT OF THE COMMISSION

Ivica Marinović, signed

**List of Municipalities  
for the Implementation of Joint Projects in 2004**

1. Zvornik, RS
2. Sapna, F BiH
3. Mostar, F BiH (SUTRA II)
4. Srpski Mostar, RS
5. Bihać, F BiH
6. Maglaj, F BiH (SUTRA II)
7. Sarajevo-Ilidža, F BiH
8. Srpska Ilidža, RS
9. Srebrenica, RS
10. Goražde, F BiH
11. Srpsko Goražde, RS
12. Jajce, F BiH (SUTRA II)
13. Jezero, RS
14. Drvar, F BiH (SUTRA II)
15. Srpski Drvar, RS
16. Lukavac, F BiH
17. Rogatica, RS
18. Teslić, RS
19. Vlasenica, RS
20. Milići, RS
21. Derventa, RS (SUTRA II)
22. Velika Kladuša, FBiH (SUTRA II)
23. Foča/Srbinje, RS
24. Ustikolina, F BiH
25. Visoko, F BiH
26. Doboj, RS
27. Doboj-Istok, F BiH
28. Doboj-Jug, F BiH
29. Vareš, F BiH (SUTRA II)
30. Bratunac, RS
31. Ključ, F BiH (SUTRA II)
32. Ribnik, RS
33. Travnik, F BiH
34. Šamac, RS (SUTRA II)
35. Domaljevac, F BiH
36. Novi Grad, RS (SUTRA II)
37. Srpska Kostajnica, RS
38. Bosanska Krupa, F BiH (SUTRA II)
39. Krupa na Uni, RS
40. Bužim, F BiH
41. Kotor Varoš, RS
42. Brčko Distrikt BiH (SUTRA II)

**Plan for Allocation of Resources per Municipalities  
in which Joint Projects for 2004 will be implemented**

<b>No.</b>	<b>Municipality Name</b>	<b>Amount in KM</b>
1.	Zvornik	653.500
2.	Sapna	264.000
3.	Istočni Mostar	24.000
4.	Bihać	612.000
5.	Sarajevo-Ilidža	588.000
6.	Kasindo	252.000
7.	Srebrenica	612.000
8.	Goražde	456.000
9.	Ustiprača	384.000
10.	Jezero	108.000
11.	Istočni Drvar	48.000
12.	Lukavac	516.000
13.	Rogatica	528.000
14.	Teslić	516.000
15.	Milići	348.000
16.	Vlasenica	432.000
17.	Foča	396.000
18.	Ustikolina	300.000
19.	Visoko	336.000
20.	Doboj	468.000
21.	Doboj Jug	156.000
22.	Doboj-Istok	96.000
23.	Bratunac	456.000
24.	Ribnik	108.000
25.	Travnik	504.000
26.	Domaljevac	216.000
27.	Bosanska Kostajnica	156.000
28.	Bužim	120.000
29.	Krupa na Uni	72.000
30.	Kotor Varoš	456.000
	<b>TOTAL</b>	<b>10.181.500</b>

*\*Note:* Municipalities identified as priority areas for the implementation of the joint project SUTRA II are not included into this particular Allocation Plan.

C E R T I F I E D B Y

Ivica Marinović, signed  
President of the Commission

**Memorandum of Understanding (sample)**

## **MEMORANDUM OF UNDERSTANDING**

**1. This Memorandum of Understanding is concluded between:**  
**Ministry for Human Rights and Refugees**  
**Federation Ministry of Displaced Persons and Refugees**  
**Ministry for Refugees and Displaced Persons of Republika Srpska**  
**Brčko District Government**  
**The Fund for Return**  
**and**

**Municipalities: Zvornik, Sapna, Istočni Mostar, Bihać, Sarajevo-Ilidža, Kasindo, Srebrenica, Goražde, Ustiprača, Jezero, Istočni Drvar, Lukavac, Rogatica, Teslić, Vlasenica, Milići, Foča, Ustikolina, Visoko, Doboј, Doboј-Istok, Doboј-Jug, Bratunac, Ribnik, Travnik, Domaljevac, Bosanska Kostajnica, Krupa na Uni, Bužim and Kotor Varoš** (hereinafter: the parties signatories)

2. This Memorandum is concluded with the purpose of implementation of joint projects approved by the Commission for Refugees and Displaced Persons which are financially realized through the Fund for Return and are related to the rebuilding and reconstruction of damaged and destroyed housing units for the needs of return of displaced persons in BiH and refugees from BiH (hereinafter: joint projects).

3. The parties signatories hereby agree to undertake the obligations and responsibilities related to the implementation of the joint projects in 2004, according to the provisions of this Memorandum of Understanding (hereinafter: the Memorandum).

4. The parties signatories shall carry out all the activities related to the joint projects implementation in compliance with the regulations applicable for this area and they will cooperate between each other in mutual trust.

5. The obligations and responsibilities of the municipality:

- Project users selection based on the Instruction on Conducting Procedures for the Selection of Users of Programs of Aid in reconstruction of housing units for purpose of return (Official Gazette BiH, No. 25/04 dated 01.06.2004)
- Signing the contract with every user family with the aim to define in details mutual rights and obligations on the housing facility rebuilding.
- Implementing the tender procedures and conducting the facilities rebuilding activities in the area of respective municipality.
- Preparing and forwarding periodical and detailed reports to the Ministry for Human Rights and Refugees and to the Fund for Return on progress of the project implementation.

- Providing all the needed assistance so that the joint projects are realized successfully, by providing the sufficient number of professional staff for the undertaken obligations realization.
- Cooperation and coordination with the local partners in order to insure the successful implementation of joint projects.
- As the one implementing the joint projects, it has the leading role in the entire process of joint projects implementation at the local level.

6. Ministry for Human Rights and Refugees, Federal Ministry of Displaced Persons and Refugees, Ministry for Refugees and Displaced Persons of Republika Srpska and Brčko District Government will financially participate in the common funds for the joint projects realization, according to the signed Agreement on Uniting and the Way of Realizing the Funds for reconstruction of housing units of returnees in 2004, using the Fund for Return, support the entire process, exchange information with purpose of successful coordination of all the joint projects implementation activities.

7. Ministry for Human Rights and Refugees will perform the monitoring of the joint projects implementation process, keep the database and inform the Commission for Refugees and Displaced Persons and the Fund for Return.

The signatories hereby agree that the Ministry for Human Rights and Refugees would check all the information regarding the joint projects implementation, by using all the available sources of information.

8. The Fund for Return will effect the payment of the performed works on the housing facilities reconstruction and other contracted obligations and duly inform the implementing party of the performed financial transactions, and also the Commission for Refugees and Displaced Persons and Ministry for Human Rights and Refugees.

9. This Memorandum shall take effect on the day of its signing.

Sarajevo, \_\_\_\_\_  
 Protocol number 09-50-3709/04

Signed by:

Ministry for Human Rights and Refugees, Minister Mirsad Kebo  
Federation Ministry of Displaced Persons and Refugees, Minister Edin Mušić  
RS Ministry for Refugees and Displaced Persons, Jasmin Samardžić,  
 Minister

Brčko District Government, Branko Damjanac, Mayor

Fund for Return, Mleđen Božović, Director

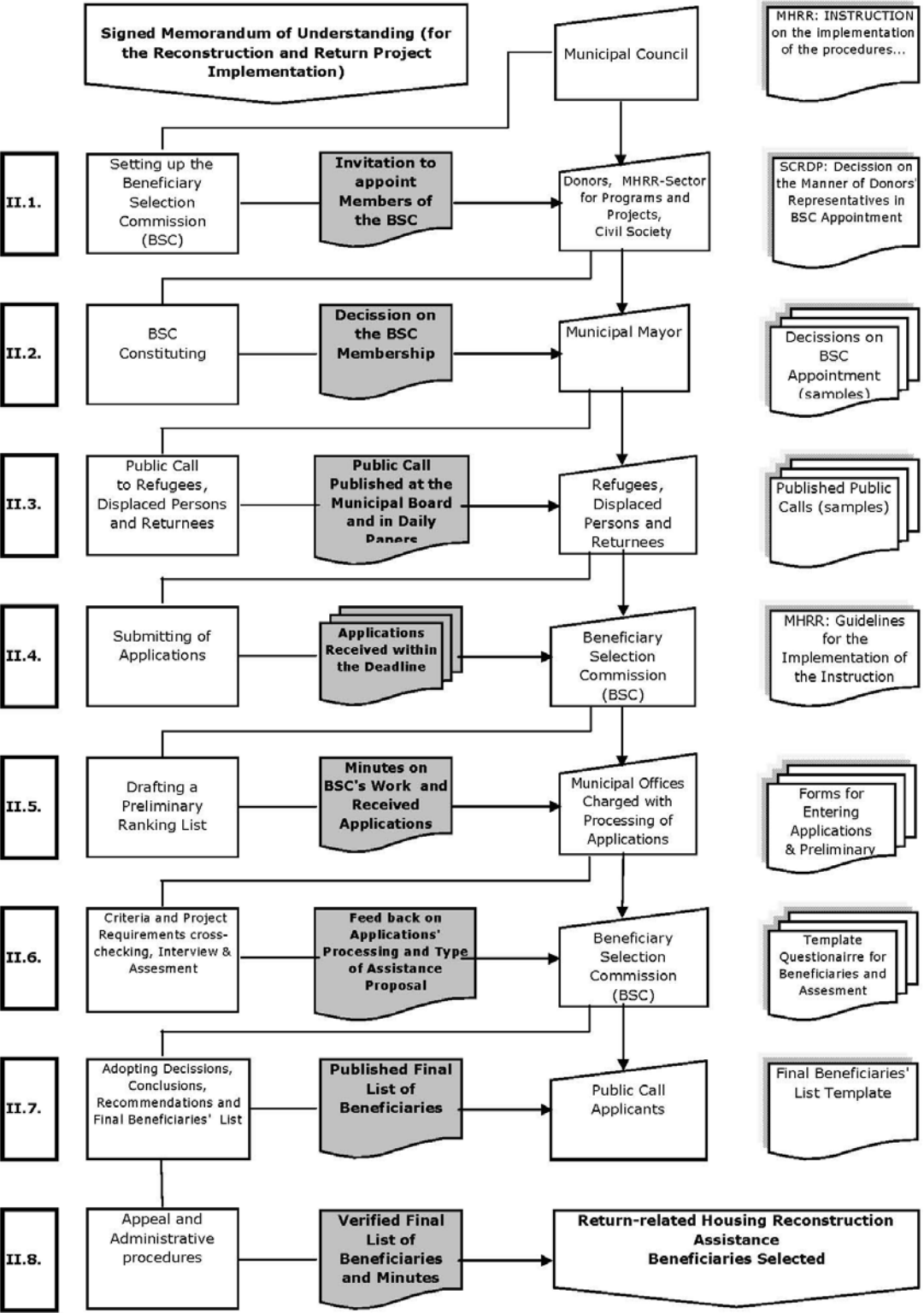
Mayors of municipalities: Zvornik, Sapna, Istočni Mostar, Bihać, Sarajevo-Ilidža, Kasindo, Srebrenica, Goražde, Ustiprača, Jezero, Istočni Drvar, Lukavac, Rogatica, Teslić, Vlasenica, Milići, Foča, Ustikolina, Visoko, Doboje, Doboje-Istok, Doboje-Jug, Bratunac, Ribnik, Travnik, Domaljevac, Bosanska Kostajnica, Krupa na Uni, Bužim and Kotor Varoš.





**CHAPTER II**  
*Selection of Return-related Housing Reconstruction  
Assistance Program Beneficiaries*

**II. SELECTION OF RETURN-RELATED HOUSING RECONSTRUCTION ASSISTANCE PROGRAM BENEFICIARIES**



**DECISION**  
**on the Manner of Donors' Representatives Appointment**  
**in the Commission for Beneficiaries Selection**



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According to Article 23 of the Law on Refugees from BiH and Displaced Persons in BiH (Official Gazette BiH, ref: 23/99, 21/03 and 33/03), Article 24. of the Rule Book on Operations of the Commission for Refugees and Displaced Persons, and the Decision on Adopting the List of Municipalities and Plan of Allocation of Funds by Municipalities in which Joint Projects in 2004 will be Implemented (ref: K-253-10/04 dated 30.11.2004), the Commission for Refugees and Displaced Persons, at its 11<sup>th</sup> Meeting held on 21.12.2004, passed

**DECISION**  
**on the Manner of Donors' Representatives Appointment**  
**In the Composition of Commission for Beneficiaries Selection**

**I**

The appointment of donors' representatives in the composition of the Commission for Selection of Beneficiaries (hereinafter: the Commission) in those municipalities which are placed in the territory of the Federation of BiH will be carried out by the Minister of the Federal Ministry of Displaced Persons and Refugees.

**II**

The appointment of donors' representatives in the composition of the Commission in those municipalities which are placed in the territory of Republika Srpska will be carried out by the Minister for Refugees and Displaced Persons of Republika Srpska.

**III**

The selection of representatives of donors in the composition of the Commission of Brčko District of Bosnia and Herzegovina will be delegated by the Government of Brčko District of Bosnia and Herzegovina.

**IV**

The Government of Brčko District of Bosnia and Herzegovina is invited to express interest for participating in the work of the Commissions, in particular municipalities, regardless of the Entity they belong to.

**V**

Ministry for Human Rights and Refugees is invited to insure the monitoring of the work of the Commissions.

**VI**

The Decision shall take effect on the date of its delivery.

No: K-265-11/04  
24.12.2004  
Sarajevo

PRESIDENT OF THE COMMISSION  
Ivica Marinović, signed

**DECISION**  
**on the Appointment of the Commission for Selection of**  
**Return-related Housing Reconstruction Assistance**  
**Beneficiaries (template)**

Municipality \_\_\_\_\_  
Municipality Council

No: \_\_\_\_\_/\_\_\_\_\_  
Place, \_\_\_\_\_ 200\_

Based on Article \_\_\_\_\_ of the Municipality Statute \_\_\_\_\_ No. \_\_\_\_\_ and Item 9 of Instruction on Conducting Procedures for the Selection of Users of Aid Programs in Reconstruction of Housing Units for Purpose of Return ("Official Gazette BiH", No. 25/04), the Municipality Council of Municipality \_\_\_\_\_, at its meeting held on \_\_\_\_\_ of 200\_ , passes:

### **DECISION**

#### **On the Appointment of the Commission for the Selection of Return-related Housing Reconstruction Assistance Beneficiaries**

##### **I**

The following persons are appointed in the Commission for the selection of return-related housing reconstruction assistance beneficiaries:

1. \_\_\_\_\_, representative of municipality \_\_\_\_\_
2. \_\_\_\_\_, representative of municipality \_\_\_\_\_
3. \_\_\_\_\_, representative of municipality \_\_\_\_\_
4. \_\_\_\_\_, representative of civil society
5. \_\_\_\_\_, representative of civil society
6. \_\_\_\_\_, authorized representative of donors

##### **II**

The tasks and the manner of work of the Commission for the selection of return-related housing reconstruction assistance beneficiaries are determined by the Instruction on the implementation of the procedures for selection of the housing units' reconstruction aid program beneficiaries aiming the return.

##### **III**

The Decision shall take effect on the day of its delivery, and will be displayed on the municipality announcement board.

Cc:  
6 x commission members  
Archives

MUNICIPALITY COUNCIL CHAIRMAN

\_\_\_\_\_  
(Name)

**Rule Book  
of the Commission for Beneficiaries' Selection (sample)**

Based on the Instruction for the implementation of the procedures for selection of the housing units reconstruction aid program beneficiaries aiming the return ("Official Gazette BiH", No: 25/04), at its meeting held on \_\_\_\_\_, the Commission for the Selection of Users of Aid Programs in Reconstruction of Housing Units for Purpose of Return, within the implementation of SUTRA project in the territory of \_\_\_\_\_ municipality, has passed:

**RULE BOOK**  
**On the Work of the Commission for the Selection of Return-related Housing Reconstruction Assistance Beneficiaries, within the SUTRA Project**

**I. GENERAL PROVISIONS**

Article 1

This Rule Book precisely defines the way of work of the Commission for the Selection of Users of Aid in Reconstruction of Housing Units for Purpose of Return, within the SUTRA Project (hereinafter: the Commission), and specially the preparing and convening of meetings, the rights and obligations of the Commission members and other persons related to the work at the meetings, informing about the Commission work, and other issues important for the work of the Commission.

Article 2

The Commission works and decides at its meetings.  
The Commission meets as necessary.

Article 3

The Commission can pass valid decisions when  $2/3$  of Commission members are present at the meeting. If the number of the present members is not sufficient, the meeting is delayed and convened again in the period which cannot be longer than 7 days from the day of its postponement.

Article 4

The Commission decides by the majority of the votes of the total number of the Commission members present at the meeting.

Article 5

The Commission meetings are public, but in the interest of the secret data protection, they can be held in secrecy if necessary.



## Article 6

The provisions of this Rule Book apply to all the Commission members and other persons who are present at the Commission meetings.

## Article 7

The president of the Commission takes care about the preparation of this Rule Book and is responsible for its proper application.

## **II. RIGHTS AND OBLIGATIONS OF PRESIDENT, MEMBERS AND OTHER PERSONS**

### Article 8

The Commission has its president who is selected by the members among themselves.

### Article 9

President of Commission:

- represents the Commission;
- organizes and convenes the meetings of the Commission;
- prepares the meeting agenda;
- manages the Commission meetings;
- takes care of the keeping the order at the Commission meetings;
- signs the minutes, decisions, conclusions, and recommendations which the Commission passes;
- performs also other duties defined by the Instruction of the Ministry for Human Rights and Refugees of BiH (hereinafter: MHRR) and this Rule Book;

### Article 10

Every Commission member has a right and duty to attend the Commission meetings, to participate in its work and decision-making process.

### Article 11

The Commission members have the right to be informed of the agenda of every meeting and to receive the necessary material on the issues on the agenda (if there are materials), in accordance with the provisions of this By-law. The Commission member has the right to be regularly and duly informed on all the issues the knowing of which is needed in order to exercise the rights and duties of the Commission member.

## Article 12

The Commission member has the right and duty to vote at the Commission meeting regarding all the issues which are to be decided on the basis of voting.

The Commission member has the right to separate his opinion which is dictated as such in the minutes.

## Article 13

The Commission member is due and obliged to perform his/her function conscientiously, and in that respect, especially: to adhere to the agenda, to give proposals for resolving and solving of every issue which is on the meeting agenda, to prepare himself/herself for the Commission meetings, to express directly and clearly his/her attitudes at these meetings, and to give proposals related to the issues on the meeting's agenda.

## Article 14

The persons who are present at the Commission meetings, and who are not the Commission members, can express their opinions and give proposals on some issues, but they cannot vote.

### **III. PREPARING AND CONVENING THE COMMISSION MEETINGS**

## Article 15

The president gives the proposal of the agenda of the meeting.

As a rule, all the members are invited to the Commission meetings in written form, and the time of the next meeting with the agenda can be agreed at the current meeting.

## Article 16

Besides the Commission members, the representatives of the supervision, active observers, and representatives of the MHRR regional centre have to be invited to the meeting.

### **IV. THE WORK AND KEEPING THE ORDER AT THE COMMISSION MEETINGS**

## Article 17

The president of the Commission opens the meeting, determines if the sufficient number of members is present at the meeting (quorum of 2/3), suggests the agenda, and takes care of keeping the order at the meeting. In case of the enlarged volume of work, the Commission meetings can be held in continuation.

## **V. MINUTES**

### Article 18

The minutes are kept on the work of the Commission by the member determined by the president.

The minutes have to include:

- the reference number of the meeting (counting from the day of the Commission constitutive meeting);
- the date, place, and the premises of the meeting with the beginning and the end of the work;
- the number of the present members and other persons present at the meeting;
- the way of voting and the voting results in the connection with the users selection;

In addition, the minutes have to include the following:

- family name (father's name), name and ID number of the applicant
- identification number of the application for voluntary return;
- statement if the documents which prove the fulfilling of the general and additional criteria are submitted with the application;
- decisions, conclusions and recommendations, and especially the adopted decisions on the correction of evaluation of potential users based on the special criteria, and the decisions regarding the disqualification of some potential users;
- the conclusions on the situations in which, temporarily and for objective reasons, the reconstruction of housing units of users cannot be considered;
- Whether the documentation is complete and valid.

## **VI. CHECKING OF FULFILLMENT OF GENERAL AND ADDITIONAL CRITERIA AND INTERVIEW OF POTENTIAL AID USERS**

### Article 19

After recording all the received applications, the list of all registered users and the Commission finding on each individual user are sent directly or by using the competent regional centres, to the MHRR for checking, in order to ensure new updated data for the uniting of the data base at Bosnia and Herzegovina level.

### Article 20

Commission is obliged to deliver the minutes and the records on the received requests to the competent municipality body on time, for further processing of requests of the users who meet the conditions stated in the invitation.

**VII. ANNOUNCEMENT AND POSSIBILITY OF COMPLAINT TO DECISION OF THE COMMISSION ON USERS SELECTION**

Article 21

Decision of the Commission on the selected aid users within the SUTRA project will be displayed on the municipality announcement board.

Article 22

Applicants who are not satisfied with the decision can submit a complaint to the Commission for the Selection of Aid Users in the Housing Units Reconstruction for Purpose of Return within the SUTRA Project in the period of 15 days from the day of announcement on the Municipality announcement board.

Article 23

This Rule Book shall take effect on the date of its delivery.

Date and place

\_\_\_\_\_

President of the Commission

\_\_\_\_\_

**Public Invitation and Published Announcement (sample)**

On the basis of "Instruction on Conducting Procedures for the Selection of Users of Aid Programs in Reconstruction of Housing Units for Purpose of Return ("Official Gazette BiH", No: 25/04 dated 01 June 2004)

## **Municipality XXX announces**

### **PUBLIC INVITATION to the refugees from BiH, displaced persons in BiH and returnees for the application in providing aid in reconstruction and return in the area of XXX Municipality**

The aid in reconstruction and return is provided within the SUTRA project implementation (SUTRA- permanent transfer of the responsibilities for return to the authorized institutions) which is financed by the European Commission Delegation in BiH (EUR 4 million), the United Nations Development Programme (UNDP) (EUR 40,404) and Ministry for Human Rights and Refugees of BiH, Ministry for Refugees and Displaced Persons of Republika Srpska, Federal Ministry for Displaced Persons and Refugees, District Brčko as the domestic donors whose contribution should double the total value of the project. The project realization will include the areas of Brčko District, City of Mostar, and municipalities: *Velika Kladuša, Bosanska Krupa, Bosanski Novi, Drvar, Ključ, Jajce, Vareš, Maglaj, Šamac and Derventa.*

Within the SUTRA project implementation in the area of xxx municipality, minimum 45 individual housing units will be reconstructed (depending on the total amount of funds – see the Note)

***Note: UNDP as the implementing party reserves the right to change the number of the housing units, i.e. change the volume of the project coverage in the area of xxx municipality in case of changes in the timing of transfer of funds or the amount of funds by the domestic donors included in the programme financing.***

## **Criteria for the Selection of Users for the Housing Facilities Rebuilding**

### **1. General Criteria**

The general criteria are eliminating and obliging for all the aid users.

The general criteria for determining potential aid users in the return and the housing units reconstruction projects are the following:

- The aid user is a refugee from BiH, displaced person in BiH or a returnee,
- The aid user has expressed the intention to return,
- The ownership status or the tenancy right on the housing unit which is the subject of reconstruction is determined,
- The aid user' residency was in the housing unit which is the subject of reconstruction on 30.04.1991,
- The housing unit which is the subject of reconstruction is considered inadequate for living according to the defined standards on the minimum of living conditions,
- The aid user/the occupancy – right holder and the members of his/her household have not had, since the year of 1991, another housing unit in the territory of BiH which is considered adequate for living according to the defined standards on the minimum of living conditions,
- The aid user has not received aid in reconstruction, sufficient to meet the defined standards according to the defined standards on the minimum of living conditions.

## **2. The Documents which Prove the Fulfilment of the General Criteria**

2.1. The certificate of the authorized institution on the status (for all the members of the returnee family registered for the aid in reconstruction):

- Refugees from BiH – appropriate certificate (refugee identity card/card) about the status of refugee from BiH
- Displaced persons in BiH – the certificate of the authorized body of the temporary residence municipality on the displaced person status.
- Returnees – the certificate of the competent body of the municipality of return

2.2. The Registration for Voluntary Return (*Form no. 1*)

The registration for voluntary return is submitted according to the Instruction on the Return of BiH Refugees and Displaced Persons in Territory of BiH ("Official Gazette BiH", no. 22/99 as of 15 December 1999), in Form no. 1, as it follows:

- Refugees from BiH – registration for voluntary return of BH refugees in the territory of BiH,
- Displaced persons returning to the territory of BiH Federation – registration for voluntary return of displaced persons and refugees – returnees in BiH Federation,
- Displaced persons returning to the territory of Republika Srpska - registration for voluntary return of displaced persons and refugees – returnees in the territory of Republika Srpska.

2.3. Evidence of Ownership/Tenancy Right

The status of ownership or tenancy right on the housing unit which is the subject of reconstruction is proved by the following documents:

- Registered land certificate – the excerpt from cadastral records, not older than 6 (six) months, and/or
- CRPC decision – the decision of the Refugees and Displaced Persons Proprietary Requests Commission and/or,
- Decision on return of property/tenancy right – decision of the authorized municipality institution on the return and/or convey of property.

2.4. The Certificate on Movement

The certificate on movement of the applicant for reconstruction, issued by the competent body of the Ministry of Interior, proves that the aid user' residence on 30.04.1991 was in the housing unit which is the subject of reconstruction. It is necessary to enclose the original of the Certificate on Movement or the verified copy.

2.5. Signed and Verified Statement of the Aid User

The statement that the aid user/tenancy right holder and the members of his /her household, who applied for aid in reconstruction, have not had since 1991 any other housing unit in the territory of BiH which is considered adequate for living according to the defined standards on the minimum of the living conditions (IMG Standard), and that the aid user has not received the reconstruction aid, sufficient to satisfy the determined standards.

### **3. The Special Criteria**

The fulfilment of the special criteria is used by the Commission for the Selection of Users at the municipality level as the base for the estimation of the potential aid users' needs by the priorities, and it helps them to carry out the selection of the users of aid in reconstruction in the transparent way, respecting the principles of equality to the approach to reconstruction aid.

3.1. The aid user has returned to his/her pre-war place of residence and lives in the conditions below the determined housing minimum, including also the users temporarily staying in the tent settlements, camps, containers etc

3.2. The aid user belongs to certain groups such as:

- social categories,
- disabled persons
- unemployed persons,
- scarce staff,
- self-supporting parents,
- underage children without parents' care,
- the families of killed soldiers,
- the families of missing persons and former war prisoners.

3.3. The user is placed in the collective forms of accommodation (transit-reception and collective centres), alternative accommodation, or meets the conditions and has/exercises the right to alternative accommodation.

3.4. The number and the age of the members of the household who return to the pre-war place of residence.

### **4. The Documents which Prove the Fulfilment of the Special Criteria**

4.1. The users who have returned to their pre-war place of residence and the families in the process of return – the Certificate of Movement already mentioned in the list of documents which prove the fulfilment of general criteria, proves that the aid user has got the registered place of residence on the address where the object which is the subject of reconstruction is located, and the certificate of Local Community Office/Municipality proves that the aid user/family is returnee.

4.2. The aid user belongs to certain groups – all valid documents which confirm the belonging to certain groups.

The valid documents mean the verified documents issued by the authorized institutions:

- Self-supporting parents of underage children and the social aid users – the confirmation of the social work centre
- Persons with a chronic illness – the confirmation by the appropriate health institution,
- Scarce staff – the confirmation of employment in the place of return,
- Employer's confirmation on the employment,
- Letter of intention of the employer and similar

4.3. The user is placed in the collective forms of accommodation (transit-reception and collective centres), alternative accommodation, or meets the conditions and has/exercises the right to alternative accommodation.



- staying in collective forms of accommodation- confirmation by the transit-reception or collective accommodation centre,
- the persons who are living in alternative accommodation or meet the conditions and have the right to alternative accommodation – confirmation of the competent institution for housing issues of the temporary residence municipality.

4.4. Families with several members of joint household and their age:

- The house list of the aid user verified in the municipality of residence/temporary residence, not to be older than 6 months,
- Excerpt from the register of births for underage members of the household.

**Submission of applications and documents:** Application for the rebuilding of individual housing units within SUTRA programme, with the filled-in form of application/statement and the accompanying documents which prove the fulfilment of all the general and particular special criteria, should be submitted to the protocol office of municipality on each working day from 09:00 to 16:00 hours or by post to the address: Municipality XXX, Street XXX, PO. Box XXX, place XXX with the reference "FOR PUBLIC INVITATION WITHIN SUTRA PROGRAMME – DO NOT OPEN".

**Application/Statement Form** can be collected in all municipalities in BiH, diplomatic-consular representative offices of BiH and also on the internet site of the Ministry of Human Rights and Refugees [www.mhrr.gov.ba](http://www.mhrr.gov.ba)

The complete applications received by **15 February 2005** will be taken into consideration by the Commission for the Selection of Users, in forming the preliminary list of users for allocation of aid in reconstruction and return in the area of municipality XXX. The deadline for finalizing the preliminary list of users is 15 days.

**Appeal:** Appeal is submitted to the Commission for Selection of Aid Users within 15 days from the day of public announcement of the preliminary list of users on the municipality announcement board and by the local media.

## THE MINISTRY FOR HUMAN RIGHTS AND REFUGEES

### INFORMS

#### Refugees from BiH, Displaced Persons in BiH and Returnees

that the following municipalities have published **PUBLIC INVITATION** to the potential aid beneficiaries whose pre-war residence had been at the territories of the referred municipalities to **SUBMIT APPLICATIONS FOR THE RETURN-RELATED ASSISTANCE IN RECONSTRUCTION OF HOUSING UNITS**

<b>MUNICIPALITY</b>	<b>DATE/DAILY NEWSPAPERS</b>
<b>BIHAĆ</b>	<b>12.11.2004.</b> DNEVNI AVAZ, NEZAVISNE NOVINE, KRAJINA
<b>BRATUNAC</b>	<b>19.11.2004.</b> GLAS SRPSKE, OSLOBOĐENJE
<b>BUŽIM</b>	<b>12.11.2004.</b> DNEVNI AVAZ, <b>13.11.2004.</b> GLAS SRPSKE
<b>DOBOJ</b>	<b>15.11.2004.</b> GLAS SRPSKE, OSLOBOĐENJE
<b>DOBOJ ISTOK</b>	<b>18.11.2004.</b> DNEVNI AVAZ, <b>24.11.2004.</b> GLAS SRPSKE
<b>DOBOJ JUG</b>	<b>12.11.2004.</b> BLIC, OSLOBOĐENJE
<b>DOMALJEVAC</b>	<b>13.11.2004.</b> DNEVNI LIST, NEZAVISNE NOVINE
<b>FOČA</b>	<b>10.11.2004.</b> DNEVNI AVAZ, <b>11.11.2004.</b> GLAS SRPSKE
<b>GORAŽDE</b>	<b>20.11.2004.</b> DNEVNI AVAZ, NEZAVISNE NOVINE
<b>ILIDŽA</b>	<b>17.11.2004.</b> DNEVNI AVAZ, NEZAVISNE NOVINE
<b>ISTOČNI DRVAR</b>	<b>20.11.2004.</b> DNEVNI AVAZ, <b>20.</b> and <b>21.11.2004.</b> GLAS SRPSKE
<b>JEZERO</b>	<b>17.11.2004.</b> GLAS SRPSKE, OSLOBOĐENJE
<b>KOSTAJNICA</b>	<b>18.11.2004.</b> GLAS SRPSKE, OSLOBOĐENJE
<b>KOTOR VAROŠ</b>	<b>15.11.2004.</b> DNEVNI AVAZ, <b>16.11.2004.</b> GLAS SRPSKE
<b>KRUPA NA UNI</b>	<b>15.11.2004.</b> DNEVNI AVAZ, GLAS SRPSKE
<b>LUKAVAC</b>	<b>17.11.2004.</b> DNEVNI AVAZ, <b>18.11.2004.</b> GLAS SRPSKE
<b>MILIĆI</b>	<b>17.11.2004.</b> DNEVNI AVAZ, GLAS SRPSKE
<b>RIBNIK</b>	<b>15.11.2004.</b> DNEVNI AVAZ, NEZAVISNE NOVINE
<b>ROGATICA</b>	<b>20.11.2004.</b> GLAS SRPSKE, <b>22.11.2004.</b> DNEVNI AVAZ
<b>SAPNA</b>	<b>15.11.2004.</b> DNEVNI AVAZ, GLAS SRPSKE
<b>SREBRENICA</b>	<b>18.11.2004.</b> OSLOBOĐENJE
<b>TESLIĆ</b>	<b>15.11.2004.</b> DNEVNI AVAZ, EUROBLIC
<b>TRAVNIK</b>	<b>12.</b> and <b>13.11.2004.</b> DNEVNI AVAZ, <b>13.</b> and <b>14.11.2004.</b> GLAS SRPSKE
<b>USTIKOLINA</b>	<b>18.11.2004.</b> DNEVNI AVAZ, <b>23.11.2004.</b> GLAS SRPSKE
<b>USTIPRAČA</b>	<b>13.11.2004.</b> GLAS SRPSKE, <b>15.11.2004.</b> DNEVNI AVAZ
<b>VISOKO</b>	<b>18.11.2004.</b> DNEVNI AVAZ, NEZAVISNE NOVINE
<b>VLASENICA</b>	<b>18.11.2004.</b> DNEVNI AVAZ, GLAS SRPSKE
<b>ZVORNIK</b>	<b>26.11.2004.</b> GLAS SRPSKE, <b>27.11.2004.</b> DNEVNI AVAZ

**Guidelines  
for Application of the Instruction with a Sample  
Special Criteria Evaluation Table**

**Guidelines**  
**on the Application of the Instruction for the Implementation of the**  
**Procedures for Selection of the Housing Units Reconstruction Aid**  
**Program Beneficiaries Aiming the Return**

Based on Article 55. par. 1. and Article 61. par. 1. of the Administration Law ("Official Gazette BiH", no: 32/02), Article 12. of the Law on Ministries and other Administration Institutions of Bosnia and Herzegovina ("Official Gazette BiH", no: 5/03 and 42/04) and Article 3. par. 4. of the Law of Amendments to the Law on Refugees from BiH and Displaced Persons in BiH ("Official Gazette BiH", no: 33/03), and the Instruction for the Implementation of the Procedures for Selection of the Housing Units Reconstruction Aid Program Beneficiaries Aiming the Return ("Official Gazette BiH", no: 25/04), Ministry for Human Rights and Refugees is responsible for creating, coordinating, and supervising the policies which ensure the uniform and harmonized realisation of the objectives of Annex VII of the General Peace Agreement in BiH in the whole BiH territory, and it performs its tasks in the way which guarantees the equality of refugees, displaced persons and returnees.

Taking into consideration the mentioned regulations, and during the realisation of the common reconstruction projects in BiH, Ministry for Human Rights and Refugees, in cooperation with the competent entity, cantonal, municipal and Brčko District institutions, has noticed that some points were incomplete and/or unclear.

With the aim to give explanations, Ministry for Human Rights and Refugees, prepared the following clarifications of the mentioned regulations.

**I. THE COMMISSION SELECTION**

1. The party proposing the composition of the Commission will take care of the representation of all the institutions envisaged by the Instruction (municipality representatives, civil society representatives and an authorised representative of donors).

2. When appointing the Commission, attention will be paid to the national representation of every BiH constitutive nation's representatives in the work of the Commission, and the principle of the national representation is based on the Census from 1991 for the particular municipality.

This provision does not apply to the donor representative from the international donor community in the work of the Commission.

3. The number of Commission members is odd as a rule, and five or seven members are usually selected, depending on the municipality council decision.

## **II - THE COLLECTING AND PROCESSING OF APPLICATIONS**

4. Based on Chapter III Item 5 of the Instruction, the municipality announces a public invitation to the aid beneficiaries whose pre-war place of residence was in the area of that municipality to submit requests for the reconstruction of their housing units with the aim to return.

5. Simultaneously with the announcement of the invitation, the Commission asks the Ministry for Human Rights and Refugees to deliver the list of persons who applied under the invitation for submitting "Request for the registration of application for obtaining the reconstruction and return aid".

Ministry for Human Rights and Refugees answers to the Commission's request for delivery in the period of three working days, from the day of receipt of the request for delivery.

6. The Commission takes into the account also all other applications of refugees from BiH, displaced persons in BiH and returnees, submitted for the reason of realizing the right to the housing unit reconstruction rights, before the Instruction takes effect.

7. The Commission will ensure that all applicants, which failed to do it, should fill in the "Request for the registration of application for obtaining the reconstruction and return aid", which was announced in the public media in BiH by Ministry for Human Rights and Refugees on 25.06.2004. and made the deadline for registration permanent. This activity is important in the aim of the uniting of the Central Database, plans coordinating, and defining the priorities in implementation of reconstruction and return process.

The Commission will enable the applicants to submit the filled in "Requests for the registration of application for obtaining the reconstruction and return aid" in the municipality, or to deliver them directly to the Ministry for Human Rights and Refugees

8. The Commission delivers the copies of all filled in requests from Item 4. to the Ministry for Human Rights and Refugees, in the period of 10 days from the day of the public invitation closing, so they can be entered into the Central Database which is kept at the state level.

## **III – THE CREATION OF THE AID USERS PRELIMINARY LIST**

9. The Preliminary List of Beneficiaries is determined by the application of the general criteria for the beneficiary selection.

10. In the application of Chapter II. Item 2.3. of the general criteria from the Instruction, the Commission asks for one of the ownership/tenancy right pieces of evidence.

11. In the application of Chapter II. Item 2.5. of the general criteria from the Instruction, the Commission can use the Users Questionnaire, which is defined in item 14. of the Instruction.

The condition related to the obligation to submit the signed and verified statement of a beneficiary is considered to be met by the filling, signing and municipality verification of the Questionnaire for Beneficiaries.

The Questionnaire, in the part named "statement of the applicant" can also be used as a request for reconstruction of housing units with purpose of return, submitted under the public invitation of the municipality, unless the municipality decided otherwise.

12. It is recommended that every statement, application and other documents which are kept in the municipality records should be issued in the official way and by the authorized municipal institutions. In cases when administrative charges have to be collected according to the law, it is suggested that municipalities, if there is such a legal possibility, release some groups of citizens from the payment of such administrative charges.

13. After the Commission has determined the preliminary list of the beneficiaries, who meet the general criteria, the Commission applies the special criteria according to which the potential beneficiaries are ranked.

14. The Commission can, in the potential beneficiaries ranking procedure, follow the table of specific criteria evaluation (an example of the table of specific criteria evaluation is enclosed).

In addition to the use of the specific criteria evaluation table from the previously paragraph, the Commission will, in the process of ranking, be also guided by other specific field information and also by other sources which may contribute to the transparent, objective, and good quality identification of the actual priorities.

15. Regardless of the formal duration of the returnee status, the Commission will appreciate the fact that the returnee in the formal duration of the status, did not exercise the reconstruction right, and enable him/her to stay in further competition in the special criteria estimation. This is completely in accordance with the provisions of the entity laws regulating this area.

16. The lists resulting from general and specific criteria application represent the municipal lists of all potential beneficiaries.

#### **IV – THE PERFORMANCE OF ADDITIONAL CROSS CHECKING**

17. The number of the registered potential beneficiaries who should be included in the particular reconstruction project is marked on the list, starting from the reference number one, downwards. Example: if the approved aid for a municipality will include the building of approximately 50 housing units, the Commission will ask for cross-checking of the first 50 registered potential beneficiaries from the list.

18. Also, a certain number of potential beneficiaries is marked at the list (as a reserve), who could become the beneficiaries in case the additional cross-checking eliminates some of the registered potential beneficiaries from Item 14. of these Guidelines. Example: if the approved aid for a municipality will include the building of approximately 50 housing units, beside the first 50 from the list of the potential beneficiaries, the Commission will also ask for the check of another 15% potential beneficiaries.

19. After the conclusion of the municipality list of all potential beneficiaries, the Commission will, forward the list, in the period of three working days, to the Ministry for Human Rights and Refugees for additional checks in the Central Database.

20. Ministry for Human Rights and Refugees is obliged to check the list and inform the Commission on the results, within five working days.

21. After the performed additional cross-checking in the Ministry for Human Rights and Refugees, taking into consideration the results of the additional check, the Commission will make the updated list of potential beneficiaries.

22. The updated list from the previous item is announced by the Commission on the municipality announcement board, including the invitation for submission of appeals.

23. After the procedure related to appeal is performed, the Commission verifies the final list of beneficiaries and submits it to the Ministry for Human Rights and Refugees, with purpose of its recording in the Central Database and starting further activities related to the realization of the reconstruction project.

24. The competent Department for beneficiary selection procedure within the Ministry of Human Rights and Refugees is the Sector for Refugees from BiH and Displaced Persons in BiH.

25. The cooperation of the Commission with the Sector for Refugees from BiH and Displaced Persons in BiH can be realized by phone/fax no: 033/667-061, E-mail to the address [mario.nenadic@mhrr.org](mailto:mario.nenadic@mhrr.org) or in writing

to the address of the Ministry for Human Rights and Refugees – Sector for Refugees from BiH and Displaced Persons in BiH, Trg BiH no.1, 71 000 Sarajevo.

26. Ministry for Human Rights and Refugees stands on the position that the Commissions, when conducting the procedure of identifying priorities, should make the process easier and cheaper wherever possible, since the most vulnerable categories of BH citizens are concerned.

27. Ministry for Human Rights and Refugees expects that Commissions, when identifying the priorities, should prove maximal self-initiative, independence and efficiency, guided by the principles from the Instruction and other applicable regulations. This is in full compliance with the European standards on decentralization of the state administration, according to which the municipality structures are the basic units of the system, and the grounds for their proceeding are in the state policy and regulations.

28. The Commission is obliged to ensure returnees with the access to the reconstruction assistance, regardless of the formal duration of the returnee status, which is fully in compliance with the provisions of the entity laws regulating this scope.

29. The list obtained by the application of general and special criteria represents a municipality list of all potential users.

Sarajevo, 12 March 2004

MINISTER

Mirsad Kebo, signed



### SPECIAL CRITERIA EVALUATION GRID (sample)

Grid	Description	Points
<b>1</b>	<p><b>The beneficiary has returned to his/her pre-war place of residence:</b></p> <p><b>1.1.</b> When the whole family has returned the number of points to be allocated is .....</p> <p><b>1.2.</b> When a beneficiary him/herself returned the number of points to be allocated is .....</p> <p><b>1.3.</b> For every additional family member who has returned the additional number of points to be allocated is .....</p>	<p><b>80</b></p> <p><b>30</b></p> <p><b>20</b></p>
<b>2</b>	<p><b>The beneficiary is falling under certain groups:</b></p> <p><b>2.1.</b> When a beneficiary or a family member exercises rights on the basis of belonging to a single special categories, the number of points to be allocated is .....</p> <p><b>2.2.</b> When a beneficiary and/or a family member exercises rights on the basis of belonging to two or more special categories, the additional number of points to be allocated is .....</p>	<p><b>10</b></p> <p><b>10</b></p>
<b>3</b>	<p><b>The beneficiary resides in collective accommodation:</b></p> <p><b>3.1.</b> When the beneficiary/family resides in a collective accommodation in BiH, the number of points to be allocated is .....</p> <p><b>3.2.</b> When the beneficiary/family resides or is eligible for residence in an alternative accommodation in BiH, the number of points to be allocated is .....</p>	<p><b>30</b></p> <p><b>20</b></p>
<b>4</b>	<p><b>The number of family members who applied for the return:</b></p> <p><b>4.1.</b> The number of points to be allocated for every beneficiary/family member who applied for the return is.....</p> <p><b>4.2.</b> The additional number of points to be allocated for every minor in the family is .....</p>	<p><b>10</b></p> <p><b>15</b></p>



**Template Application Forms and Tables**

## APPLICATION FOR ASSISTANCE IN RECONSTRUCTION AND RETURN

**Refugee**                       **Displaced Person**                       **Returnee**

### 1. Details of the owner/occupancy right holder

Surname																
Father's name																
Name																
Place of birth																
Date of birth			/			/										
Personal identification number																
Nationality	<input type="checkbox"/> Bosniak				<input type="checkbox"/> Croat				<input type="checkbox"/> Serb				<input type="checkbox"/> Other			

### 2. Details of major members of returnee family of the owner/occupancy right holder

Surname	Father's name	Name	Personal identification number

### 3. Details of minor members of returnee family of the owner/occupancy right holder

Surname	Father's name	Name	Relation	Year of birth

### 4. Details of current place of residence of the returnee family

Country	
City	
Municipality	
Street and number	
Contact person	
Contact telephone	

### 5. Details of the type of accommodation

Accommodation in the housing unit under number 7 (returnees)	<input type="checkbox"/> Owner/ORH	<input type="checkbox"/> Entire family
Accommodation in a collective centre (name of the centre)		
Alternative accommodation / right to alternative accommodation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Accommodation	<input type="checkbox"/> with relatives	<input type="checkbox"/> with friends
	<input type="checkbox"/> tenant	<input type="checkbox"/> other

### 6. Details of the owner/ORH and family members falling under vulnerable groups

<input type="checkbox"/> social welfare case	<input type="checkbox"/> person with disabilities	<input type="checkbox"/> the unemployed	<input type="checkbox"/> profession in demand
<input type="checkbox"/> single parent	<input type="checkbox"/> parentless minor	<input type="checkbox"/> pensioner	<input type="checkbox"/> fallen soldier's family
<input type="checkbox"/> civilian wartime victim	<input type="checkbox"/> family of civilian wartime victim	<input type="checkbox"/> the chronically ill	<input type="checkbox"/> other

### 7. Details of the pre-war housing unit that is the subject of request

BiH (tick the appropriate box)	<input type="checkbox"/> F BiH	<input type="checkbox"/> RS	<input type="checkbox"/> Brčko District
Municipality			
Prewar name of street and number			
Present name of street and number			
Ownership	<input type="checkbox"/> Private owner		<input type="checkbox"/> Occupancy right holder
Type of building	<input type="checkbox"/> Individual		<input type="checkbox"/> Apartment building
Condition of building	<input type="checkbox"/> Destroyed	<input type="checkbox"/> Damaged	<input type="checkbox"/> Habitable <input type="checkbox"/> Unknown

**DECLARATION BY THE APPLICANT**

I, together with my household/family want to return voluntarily to the address of the housing unit that is the subject of request for registration of application for assistance in reconstruction and return.

It has been established that I am the owner/occupancy right holder over the housing unit that is the subject of request for registration of application for assistance in reconstruction and return.

On 30 April 1991 I resided in the housing unit that is the subject of request for registration of application for assistance in reconstruction and return.

The housing unit that is the subject of request for registration of application for assistance in reconstruction and return is inhabitable / cannot be occupied in pursuance of the minimum standard rules for living conditions.

Since 1991 I and members of my household have not had any other housing unit that is considered habitable/can be occupied in pursuance of the minimum standard rules for living conditions.

I have not received any assistance in reconstruction sufficient to meet the minimum standard rules for living conditions.

I agree that my personal details and other details from this application are forwarded to be checked as to their correctness and veracity.

By affixing my signature I confirm that the statements and data above are true and accurate.

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

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**ID number** \_\_\_\_\_

**Signature**

**Issued in** \_\_\_\_\_

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

\_\_\_\_\_

**Enclosure:** *(List the documents attached to the Application)*

**TABLE FOR RECORDING RECEIVED APPLICATIONS FOR ASSISTANCE IN RECONSTRUCTION AND RETURN**

**Municipality:** \_\_\_\_\_

**Project:** \_\_\_\_\_

PERSONAL DETAILS					GENERAL CRITERIA							
No	SURNAME	FATHER'S NAME	NAME	Personal ID number (PIN)	Status	Voluntary Return	Ownership	Certificate on Change of Residence	Condition of Housing Unit	Declaration on having no habitable HU at disposal	Declaration on receiving no assistance	Further Procedure
	Address of Reconstruction Site/ 1991 Place of Residence			Current Address								

**TABLE WITH SPECIAL CRITERIA EVALUATION GRIDS**

**Municipality:** \_\_\_\_\_

**Project:** \_\_\_\_\_

<b>PERSONAL DETAILS</b>		<b>SPECIAL CRITERIA</b>					
<b>Surname (Father's name) Name</b>	<b>PIN</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Additional (BSC)</b>	<b>TOTAL</b>

**FORM FOR CROSS-CHECKING IN DATABASES**

Municipality: \_\_\_\_\_

Project: \_\_\_\_\_

Personal Details of Potential Beneficiaries				Details on Temporary/Current Residence/Accommodation				Details on the Housing Unit to be Reconstructed	
No	Surname	Father's name	Name	PIN	Country	Place	Address	Contact Phone	Reconstruction Object
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>

**Instructions for Information Entering: Data for all major family members should be entered**

Column 1: Indicate the rank beneficiary/family number from the Preliminary List of Priorities. For all members of the same household /potential beneficiaries of a housing unit to be reconstructed – the same number.

Columns 6, 7, 8 and 9: Indicate the details on the temporary/current place of residence/accommodation. If feasible, enter the details of the temporary residence/housing unit's owner

Column 10: Indicate the new street name and number of the 1991 housing unit /reconstruction site of the potential beneficiary's housing unit. If there is no street name -indicate the name of a settlement.



**Standard Questionnaire for Beneficiaries**

<b>SURNAME</b> _____	<b>PERSONAL ID</b> _____
<b>NAME</b> _____	<b>Document No.</b> _____

### BENEFICIARY INTERVIEW FORM

**With this form the concerned person gives her/his consent to the collection and processing of her/his personal data for the purpose of the implementation of joint projects. The interested person maintains at any time the right to access and rectify data concerning her/his person. Personal and property data will be forwarded to the Ministry for Human Rights and Refuges (MHRR) for the purpose of Central Database cross-checking. The list with selected beneficiaries shall be publicly displayed and or published for potential appeals prior to signing of contracts with beneficiaries.**

**I agree** /  **I do not agree with the above: (Indicate)**

**Signature of claimant:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**FILLING OF THIS FORM DOES NOT AUTOMATICALLY IMPLY INCLUSION IN THE HOUSE RECONSTRUCTION PROJECT WITHIN FRAMEWORK OF JOINT PROJECTS.**

#### **PART I: STATEMENTS BY APPLICANT**

These statements are made under the personal responsibility of the claimant and the Municipality will check the information with the relevant authorities. I hereby confirm that the information provided in this form is true and accurate to the best of my knowledge, and I understand that providing misleading information will lead to immediate disqualification.

1) Have you submitted the Voluntary Return Form? Date submitted ____/____/____ Place: _____	Yes/No
2) Did you file a claim for repossession of the property/apartment? Date submitted ____/____/____	Yes/No
3) I am the rightful pre-war owner of the property	Yes/No
4) I am the occupancy right holder for the apartment	Yes/No
5) I had a permanent residence in living unit to be reconstructed on date 30.04.1991.	Yes/No
6) I and members of my household have no other housing unit on the territory of BiH that would be deemed for habitation.	True/False
7) Do you currently live in your pre-war residence?	Yes/No
8) Are you coming regularly to your pre-war residence?	Yes/No
9) Did you / Are you removing debris from your pre-war residence?	Yes/No
10) Did you already receive reconstruction assistance? If Yes, state origin and extent.	Yes/No
11) Did you carry out any reconstruction works with your own funds? If Yes, give details	Yes/No
12) Are you willing to carry out preparatory works on your property? If no, why?	Yes/No
13) If my house is selected, I am prepared to sign a document binding me to return to my house as stipulated in the Tripartite Agreement.	Yes/No
14) Are there any reasons preventing you from returning?	Yes/No

**PART II: PERSONAL DATA**

Surname:		Date of Birth:	
(Father's name):		Marital Status:	
Given name:		Contact Person:	
ID Number:		Tel. No.:	

Current Beneficiary Status:

Refugee from BiH

Displaced Person in BiH

Returnee

\_\_\_\_\_

\_\_\_\_\_

If applicable, state the membership of certain groups (e.g. residence in transit/collective centres, single parents, etc.) \_\_\_\_\_

Ownership Information: 1/1 1/2 1/3 other \_\_\_\_\_ (Attach proof of ownership)

**Current Address:**

Country/Entity:		Address:	
City/town:		Apartment No.:	
Municipality:		Status:*	
Have you been evicted?	Yes / No	When?	
Comments:			

\* (a) with relatives, (b) legal temporary occupant, (c) illegal occupant, (d) Lessee (state amount)

**Information on Secondary beneficiary:**

Surname:		Current Address:	
Father's name:		Contact person:	
Given name:		Tel. No.:	
Did s/he express interest to return?	Yes / No	When?	
Comments:			

**Pre-war Address:**

Country/Entity:		Address:	
City/town:		Apartment No.:	
Municipality:			
Comments:			

**PART III: DATA ON HOUSEHOLD MEMBERS**

ALL FAMILY MEMBERS MUST SIGN TO CONFIRM THEIR UNDERSTANDING AND ACCEPTANCE OF THE TRI-PARTITE AGREEMENT. BY SIGNING BELOW, ALL FAMILY MEMBERS CONFIRM THAT THEY WILL RETURN TO THE RECONSTRUCTED PROPERTY AND FULLY VACATE THE CURRENT TEMPORARY RESIDENCE.  
 BY SIGNING BELOW, ALL FAMILY MEMBERS ALSO UNDERSTAND THAT MUNICIPALITY WILL TREAT THEIR PERSONAL DATA WITH CONFIDENTIALITY AND FOR THE PURPOSES STATED IN OPENING STATEMENT.

**Number of Family members interested in returning to pre-war address: \_\_\_\_\_**

	Name	Year of birth	Education	Profession	Working situation	Income	Health status	Signature confirming willingness to return
1								
2								
3								
4								
5								
6								
7								
8								
9								

**Information of pre-war family status: (members not listed in the previous table)**

	Name	Age	Current address	Reason for not returning	Comments/Remarks
1					
2					
3					
4					
5					

**Information on special needs:**

<b>Do you have any PWD (Person with Disability) in your family?</b>	<b>Yes/ No</b>
If yes, please give further explanation:	

## **PART IV: INFORMATION REGARDING FUTURE EMPLOYMENT**

As well as house reconstruction, project SUTRA can also assist returnees in identifying potential employment opportunities. This can take the form of assistance in establishing a small business, finding formal employment or support with agricultural activities. While we cannot guarantee support in this area for all returnees, the following information will help us to devise appropriate support. The Relevant Municipal Department or relevant Civil Society Representative will follow up on this information to discuss in more detail your employment possibilities.

At this stage, we want to know the sources of income in your household both before and after the war as well as the various skills you used in your work. Please consider the information in this section carefully. It will greatly assist us in providing you with the most appropriate support.

Firstly give the name of each household member. For 'Type of Employment', please be specific. If in formal employment, give the exact job title. If in agriculture, detail the type of work undertaken such as rearing dairy cattle, sheep or growing crops. Include activities such as collecting herbs or making cheese, even if it was only for home use. For 'skills' consider the skills necessary for each type of employment listed. Even if they are obvious to you, they may not be obvious to us! For example, if collecting herbs is listed as employment then maybe 'knowledge of use of herbs' is a skill. Similarly, work as a cashier in a coffee shop implies cash management skills.

### **1. Pre-war employment**

1. Name	2.Type of employment	3. Related skills

### **2. Post war employment**

1. Name	2.Type of employment	3. Related skills

### **3. Future plans**

Do you or any members of your household have plans for employment or business? If so, give details here.


_____	_____	_____
<b>Signature of Applicant</b>	<b>Date</b>	<b>ID No/ Place of issuing</b>

**PART V: NOTE OF RELEVANT MUNICIPAL OFFICER FOR RETURN ISSUES**

All required documents that proof conformity with the general and special criteria have been submitted along with the application. **Yes/No**

Comments by Relevant Municipal Officer:  
(Give explanations for EVP and provide remarks on social vulnerability)


<b>Name of Relevant Municipal Officer for Return Issues:</b>	
_____	
_____/_____/_____	_____
<b>Date</b>	<b>Signature</b>

**PART VI: PROPERTY DETAILS**

**Year of construction:** \_\_\_\_\_ **Dimensions:** \_\_\_\_\_

**Type of facility:** made of stone made of brick  made of concrete blocks

**Central heating:** Yes No

**Present condition of property:**  mined  burnt devastated  totally destroyed  \_\_\_\_

<40% (only internal works) <60% (roof and internal works) >60% (roof, supporting walls, internal works)

Is it feasible to use the existing foundations? Yes No

**Type of ceiling:** wooden concrete plate

**Rooms and floors:**

<b>Basement</b>	<b>Ground Floor</b>	<b>1<sup>st</sup> Floor</b>	<b>2<sup>nd</sup> Floor</b>	<b>Loft/Attic</b>
<input type="checkbox"/> under part of facility	<input type="checkbox"/> living room	<input type="checkbox"/> living room	<input type="checkbox"/> living room	<input type="checkbox"/> living room
<input type="checkbox"/> under complete facility	<input type="checkbox"/> kitchen	<input type="checkbox"/> kitchen	<input type="checkbox"/> kitchen	<input type="checkbox"/> kitchen
<input type="checkbox"/> bathroom/toilet	<input type="checkbox"/> bathroom/toilet	<input type="checkbox"/> bathroom/toilet	<input type="checkbox"/> bathroom/toilet	<input type="checkbox"/> bathroom/toilet
	<input type="checkbox"/> ____ bedrooms	<input type="checkbox"/> ____ bedrooms	<input type="checkbox"/> ____ bedrooms	<input type="checkbox"/> ____ bedrooms
	<input type="checkbox"/> hall	<input type="checkbox"/> hall	<input type="checkbox"/> hall	<input type="checkbox"/> hall

**Was the house connected to the electrical network before the war?** Yes No

**Is the house currently connected to the electrical network?** Yes No

**Pre-war water supply:** town supply well / spring water chambers none

**Pre-war sewage system:** town system septic tank none

**Access road:** macadam  asphalt track

accessible inaccessible only 4x4

**Do you have building permission?** Yes No In process

Special remarks by the owner:


_____ <b>Signature of Applicant</b>	_____ <b>Date</b>	_____ <b>ID No/ Place of issuing</b>
--	----------------------	---

**PART VII: NOTE OF RELEVANT MUNICIPAL OFFICER FOR TECHNICAL ISSUES**

**Supporting documents, as required by this form, have been collected Yes/No**

- 1. Cadastre Record                      Yes / No
- 2. Building permission                Yes / No
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Comments by Relevant Municipal Officer for technical Issues:  
 (based on reconstruction standards, determine whether it will be feasible to repair the house within IMG standards)

<input type="checkbox"/> <b>Walls:</b>
<input type="checkbox"/> <b>Plastering:</b>
<input type="checkbox"/> <b>Joinery and glazing (internal and external):</b>
<input type="checkbox"/> <b>Floors:</b>
<input type="checkbox"/> <b>Sanitary and kitchen equipment, ceramic tiling:</b>
<input type="checkbox"/> <b>Water and electrical connections (internal and external):</b>
<input type="checkbox"/> <b>Roof and chimney:</b>

Whether the beneficiary is willing and in a possibility to contribute to the reconstruction works? If yes, state the type of work and estimated amount.


In line with minimum living conditions standard requirements, the property is:

- HABITABLE**
 **NOT HABITABLE**

Name of Relevant Municipal Officer: _____
Date of visit to property: ____/____/____
Date <span style="float: right;">Signature</span>



**PART VIII: FINAL EVALUATION OF COMMISSION FOR BENEFICIARY SELECTION**

<b>BENEFICIARY STATUS FOLLOWING DECISION OF THE COMMISSION:</b>
<input type="checkbox"/> <b>Accepted</b> <input type="checkbox"/> <b>Rejected</b> <input type="checkbox"/> <b>Require follow-up</b>

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

**Members of Commission:**

<b>Name</b>	<b>Surname</b>	<b>Title</b>	<b>Signature</b>

**Remarks:**


**Conclusion:**




**Forms for Preliminary Damage Degree Assessment and Classification Based on the Damage Degree and on the Costs of Reconstruction of the Damaged or Destroyed Housing Units/Houses**

MAIN BUILDING ELEMENTS AGAINST GRADES OF DAMAGE								Damage %
WALLS & FLOOR STRUCTURE Reinforced concrete columns/beams/floor slab, external walls, plaster & painting		INTERNAL CONSTRUCTION Wall & floor finishing, WC/shower, water & electrical installations		ROOF Complete structures, gables, full roof cover, insulations, chimney & flashings		WINDOWS AND DOORS Doors and windows including frames, glazing & iron mongery		Actual damage %
No damage caused by war activities W: None	0%	No damage caused by war activities W: None	0%	No visible damage to roof W: None	0%	No damage to frames or glass W: None	0%	5%
Slight external war traces W: War traces to be parched & painted	1%	Damage due to lack of maintenance W: Maintenance work and decoration	5%	Some tiles missing or damaged W: Replace damaged roof tiles	2%	Some broken glass, frames intact W: Glazing works	3%	10%
External war traces W: numerous patching & painting work required to erase traces of war	2%	Misuse of facility due to over-crowding, slight war damage internally W: Small repair to water & electricity, decoration work to walls	7%	Some minor damage by shells W: Repair minor damage to roof cover and damaged flashings, gutters and down pipes	4%	Minor damage to frames, broken glass W: Repair frames, fit glass, repair existing iron monger	4%	15%
Mortal & shell perforations W: Perforations require to be filled by mason, patch externally and paint	4%	War damage reaches internal spaces W: Some repair to water & electricity, some new floors, decoration work to walls	12%	Damage by large shells W: Requires repair to roof cover support and replacement of damaged or missing tiles	5%	Frames damaged, glazing missing W: Repair frames, fit glass, repair existing iron monger	5%	20%
Extensive shell perforations, facility only partially habitable W: Perforations require to be filled by mason to make house habitable, patch externally/paint	5%	Extensive damage to internal spaces by shells and misuse/overcrowding W: Repair of internal surfaces, some new floors, some repair of water & electricity facilities	15%	Roof structure damaged by shells but rigid, roof cover partially damaged or missing W: Localised repair to roof structure, replacement of missing or damaged roof covering material	7%	Damaged frames, some missing, broken glass, missing iron monger W: Repair damaged frames, replace missing ones, fit iron monger were required, glaze	6%	25%
Extensive war damage particularly through infiltration of rain W: Requires extensive masonry repair, plastering & painting	6%	War damage by shells and/or looting of building material W: Repair of internal surfaces, floors, refitting of water & electricity	20%	Damaged roof structure but rigid with members missing, roof cover broken/missing, rain comes in W: Repair to roof structure, replace missing roof cover, check chimney	9%	Window and door frames damaged or missing, glass and iron monger missing W: Repair frames, fit glass, repair and/or fit iron monger	7%	30%
Extensive war damage with some structural damage, damage due to rain infiltration W: Some repair to structural elements, extensive wall repair to be habitable	8%	Extensive damage through the fire W: Extensive repair to walls, floors, water & electricity installations	25%	Roof structure damaged, maybe partly burnt with some structural parts missing. No roof cover W: Repair structural roof parts, new roof cover, thermo- and hydro-installation, check chimney	10%	Window and door frames partially looted or damaged beyond repair W: Refit new frames were required, fix damaged ones and glazing, fit iron monger	8%	35%
Partially destroyed and rain infiltration W: Requires several new external walls/structural elements	9%	Partially destroyed and fire W: Extensive repair to walls, floors, water & electricity installations and decoration work	31%	Roof burnt, structure partially visible W: New roof structure, gables, roof cover, thermo- and hydro- installation, check chimney	12%	All window and door frames looted, damaged beyond repair W: Refit new frames and glazing	9%	40%
Heavily destroyed, uninhabitable W: Requires several new external walls/structural elements	10%	Heavily destroyed interior W: Requires complete interior: walls, doors, floor & wall finishings, all electrical and sanitary installations	35%	Burnt - destroyed roof structure W: New roof structure, gables, roof cover, thermo- and hydro- installation and chimney	15%	Destroyed or nonexistent W: Requires new window and door frames, new glazing, iron mongery	10%	45%
Total damage % between 70-100. The building has very severe damage from either shelling, rain, frost, looting – or a combination – or all. Often not reparable. The cost related to the highest damage percentages usually relates to the building new structures – normally on existing foundations.								50%
								55%
								60%
								65%
								70%
								75%
								80%
								85%
								90%
								95%
								100%

- A. For each of the four main building elements, final description/grade of damage which is the nearest to the damage visually assessed at the building.  
W – roughly defines required Works  
B. The percentage related to each identified grade/description for each main building element to be added to get **Actual Damage %**

## CLASSIFICATION OF DAMAGED HOUSUNG UNITS/HOUSES

Damage Percentage	Category
<b>5% - 20%</b>	<b>I</b>
<b>25% - 40%</b>	<b>II</b>
<b>45% - 65%</b>	<b>III</b>
<b>70% - 100%</b>	<b>IV</b>

## OVERAL/PRELIMINARY ASSESMENT OF COSTS FOR THE SANATION OF DAMAGED OR DESTROYED HOUSING UNITS/HOUSES

Grade of Damage %	Total costs for rehabilitation of damaged housing unit	Costs for reconstruction of a damaged housing unit in line with minimum housing standards (approx. 65% of total rehabilitation costs)	Category
1	2	3	4
5%	1,750 KM	1,400 KM	I
10%	3,500 KM	2,270 KM	
15%	5,250 KM	3,400 KM	
20%	7,000 KM	4,500 KM	
25%	8,750 KM	5,700 KM	II
30%	10,500 KM	6,800 KM	
35%	12,250 KM	8,000 KM	
40%	14,000 KM	9,100 KM	
45%	15,750 KM	10,200 KM	III
50%	17,500 KM	11,375 KM	
55%	19,250 KM	12,600 KM	
60%	21,000 KM	13,700 KM	
65%	22,750 KM	14,800 KM	IV
70%	24,500 KM	16,000 KM	
75%	26,250 KM	17,100 KM	
80%	28,000 KM	18,200 KM	
85%	29,750 KM	19,300 KM	
90%	31,500 KM	20,500 KM	
95%	33,250 KM	22,700 KM	
100%	35,000 KM	23,000 KM	



**Template for Public Displaying of Beneficiaries' List**

Municipality\_\_\_\_\_

Beneficiaries' Selection Commission

Number:\_\_\_\_\_

Place,\_\_\_\_\_ 200\_.

Pursuant to Public Invitation for submission applications for assistance in reconstruction and return, No.\_\_\_\_\_, published at \_\_\_\_\_ the Beneficiaries' Selection Commission appointed by the Municipality Council's Decision no. \_\_\_\_\_ dated \_\_\_\_\_, displays:

**LIST  
OF RECONSTRUCTION AND RETURN ASSISTANCE BENEFICIARIES**

No.	Surname (Father's name) Name	Relation	Temporary Residence
Rank		Applicant/ Family Member	Country or (in case of BiH) Municipality of current place of the returnee beneficiary/family's residence

THE APPLICANTS FOR RECONSTRUCTION AND RETURN ASSISTANCE, WHO ARE NOT SATISFIED WITH THE RESULTS OF THE BENEFICIARIES' SELECTION, CAN SUBMIT THEIR APPEALS WITH REGARD TO THE SELECTED BENEFICIARIES, TO THE BENEFICIARIES' SELECTION COMMISSION WITHIN 15 DAYS FROM THE DATE OF ANNOUNCEMENT DEADLINE.

PRESIDENT  
of the Beneficiaries' Selection Commission

\_\_\_\_\_

(Surname, Name and Signature)



**Chapter III**  
*Operational Manual*  
*for Implementation of Technical Project Component*

### III.1.RECONSTRUCTION OF HOUSING UNITS

#### Level of reconstruction

The repair level of the housing units being reconstructed should be in accordance with the "IMG Standards - January 2001", defining the minimum of the housing conditions in regard to the level of the housing units' reconstruction. IMG Standards are given as the Annex III.1.

#### General evaluation of the level of damage and the costs of the housing units' reconstruction

- Status of the housing unit in regard to construction (civil) works and the utility fittings
- Status of infrastructure in regard to the usability of the housing unit
- Safety status (suitability of construction conditions: mines, landslides, etc.)
- Status of the housing unit (collective or individual housing facilities) in regard to the justifiability (economy-wise) of the selection of the user group
- Legal status of the housing unit.

Data on status of a housing unit, infrastructure, safety and general evaluation should be recorded in a following form:

#### Form III. 1.1.

Beneficiary's Name and Surname:	
Personal ID:	
Number of Family Members:	
Address of Return:	
All Family Members are Returning:	
Place of Residence (address):	All family members have returned
	A part of the family returned
Monthly Income:	
Profession:	
Additional Work Power:	
Remarks:	
Connecting Road:	
Low Voltage Network:	
Water Supply and Sewerage:	
Mines-Landslides:	
Remarks:	

Members of the Commission:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

The preliminary evaluation should be preceded by the technical assessment of a housing unit, for every individual potential beneficiary/family.

The technical assessment should be recorded in the drawing on the Template III.1.3. The evaluation has to be performed by a technician of civil or architect profession with minimum college degree.

For a completely destroyed object (100% damage):

**Form III.1.2.**

Dimensions	
Floors	
Cleared/Not Cleared	

For an object with a lower damage level (when interventions performed on the present construction, etc):

Dimensions	
Floors	
Constructive System (foundations, walls, boards)	
Roof Structure	
Roof Cover	
External Walls	
Internal Walls	
Windows and Doors	
Floor and Wall Finishings	
Plumbing (utility fittings)	
Sewerage (connection, disturbance)	
Sanitary Equipment	
Electric Installation (disturbance)	
Photo (with two specific situations)	

Members of the Commission:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

**RECONSTRUCTION OF HOUSING UNITS**

**FOR RETURNEES TO THE LOCAL COMMUNITY OF \_\_\_\_\_**

**MUNICIPALITY: \_\_\_\_\_**

GENERAL INFORMATION ON A RETURNEE:

NAME AND SURNAME \_\_\_\_\_

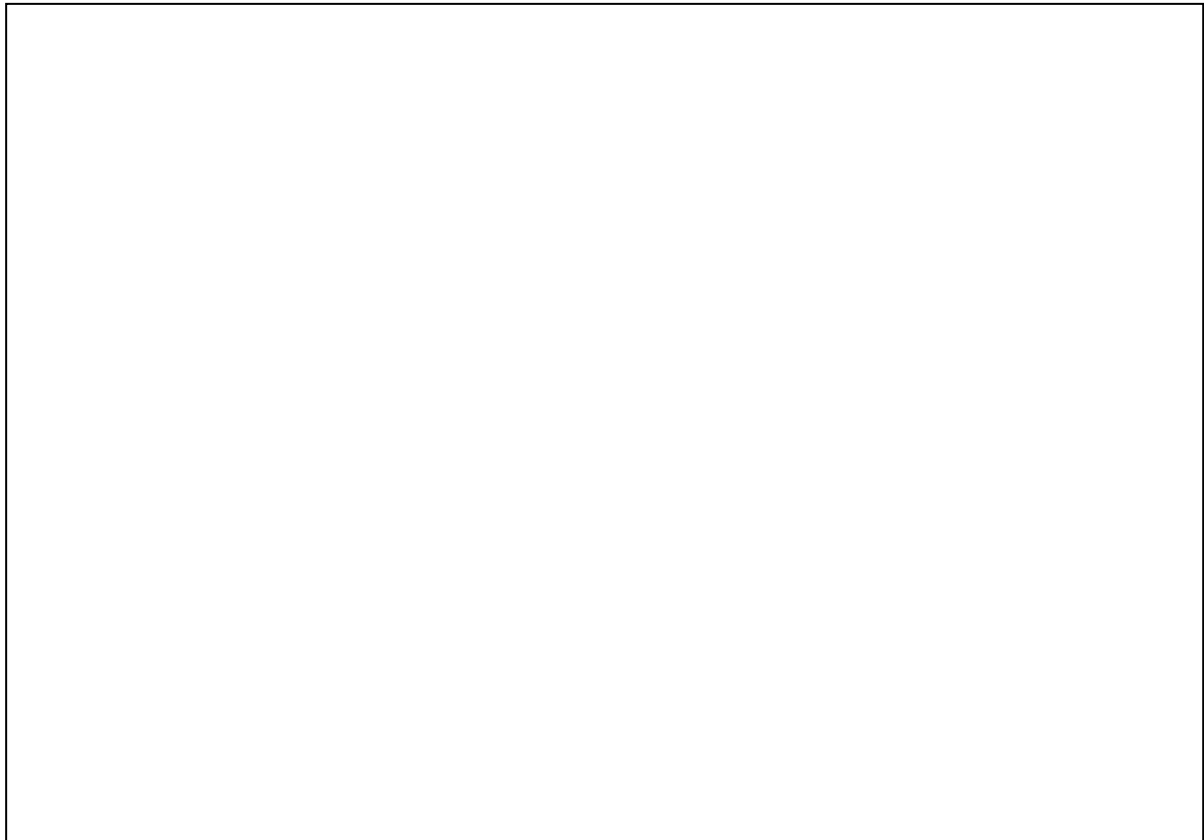
RETURN ADDRESS \_\_\_\_\_

ADDRESS OF RESIDENCE \_\_\_\_\_

NUMBER OF RETURNEE FAMILY MEMBERS \_\_\_\_\_

**PRESENT SITUATION-POSITION**

**(DRAWING) - Situation and Section**



The Commission itself or with expert consultants outsourcing, will classify objects according to the damage degree on the basis of an identification/general assessment. The Funds needed for reconstruction will be estimated as close as possible, however this estimation is by no means is a final one and is could be a subject to change. Overall assessment of reconstruction needs in this phase will be performed exclusively for the purpose of the classification, and is a subject to change by +/-20 %. The results obtained will be recorded for every individual beneficiary in the Form III.1.4.

**ASSESSMENT OF DAMAGE LEVEL +/-20%  
BY RETURNEE FAMILY/OBJECT**

**Form III.1.4.**

Returning Family		Costs of Construction Material		* Value of Construction Material with Works	
No.	Name and Surname	KM	EUR	KM	EUR
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
<b>TOTAL</b>					

**Remark/Comments:**

- All returnees fall under (rural or urban) \_\_\_\_\_ category of population.
- Some returnees have no income and receive monthly subsidies for covering basic living needs (nutrition).

The whole technical process has to be recorded in a proper way and photographed.

Photos have to be attached in appropriate section of the Form III.1.5.

**Form III.1.5.**

**RECONSTRUCTION OF HOUSING UNITS**

**FOR RETURNEES TO THE LOCAL COMMUNITY OF \_\_\_\_\_**

**MUNICIPALITY: \_\_\_\_\_**

GENERAL INFORMATION ON A RETURNEE:

NAME AND SURNAME \_\_\_\_\_

RETURN ADDRESS \_\_\_\_\_

ADDRESS OF RESIDENCE \_\_\_\_\_

NUMBER OF RETURNEE FAMILY MEMBERS \_\_\_\_\_

**PHOTO OF AN OBJECT OR MICROLOCATION**



Members of the Commission :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

The property being reconstructed or built has, from the technical point of view, to meet the IMG standards on the minimum of housing conditions regarding the reconstruction level (Annex III.1.), and the quality and quantity volume of reconstruction depending on the number of the user family members.

The preliminary technical estimation will help to obtain the survey of the situation on the field and make the closest possible estimation of needs, so that the envisaged number of housing units could be reconstructed within the available funds.

The above mentioned activities should be a permanent task of municipal institutions, so that they could, at any moment, make available to potential donors designs already prepared, all aimed at the fastest possible implementation.

The documentation prepared in this way is a good starting point for the creation of the project documentation when announcing the public invitation for the creation of the final design to the designing companies, if the municipal technical departments are not able to prepare the mentioned documentation by themselves.

### **Creation of Designs for Housing Units Reconstruction**

Project documentation should be made in compliance with all technical principles and standards, so that the pre-war tenants could be provided with the housing conditions according to the IMG standards which are applied within the realization of the projects financed through the Fund for Return. The project documentation prepared in such way will be used as the integral part, i.e. the subject of the tender documentation for the selection of the best contractor for the reconstruction of the relevant houses. At the same time, works on the residential buildings reconstruction will be done according to these designs. For that reason, it is crucially important that the project-technical documentation should be done in a highly professional and correct way.

The municipality will prepare a tender for the creation of investment-technical documentation for the reconstruction of houses and by means of public invitation select the most favourable contractor/designer, for the creation of investment- technical documentation.

After the design is made by the designing company, the municipality does the revision and the final acceptance of the created designs, or employs the reviser/the appropriate technical staff for that purpose at its own expense.

Besides, the municipality is in charge of coordination of the whole process related to creation of designs, i.e. it needs to:

- **To deliver to the designer the file on donation users' houses;**
- **To inform the designer on the location of houses;**
- **To define, in coordination with the users, which premises should be taken into account for the reconstruction following the IMG standards;**
- **To help the designer in defining the way of providing the electricity and water connections;**
- **After the acceptance of the design and the completed revision, and verification by the project manager, the municipality issues the appropriate Building Permit and sends to the Fund the invoice for payment with the minutes which will give approval for payment to the designing company, after the deliverance of the monitor's positive minutes/report.**

### **III.2. TENDER PROCEDURE**

The municipality where the project is implemented, is in charge of conducting the entire tender process, including the tender documentation preparation, the announcement of public invitation for submission of bids, establishment of committee for bid evaluation, the informing of the successful/unsuccessful bidder, writing reports on bid evaluation and also the preparations for contract signing with the successful bidder.

Within the projects financed through the Fund for Return, Law on Public Procurements is applied, published in Official Gazette BiH, no. 49, dated 02.11.2004.

All details related to the tender procedure, the way of announcement, the establishment of the committee and the bid evaluation and the criteria for the selection of contractors are described in the „Instruction on Conducting Tender Procedure and Bid Evaluation within the projects financed through the Fund for Return, which is enclosed as Annex III.2 to this document. The model of the tender file, which is used for the selection of contractors within the project, is enclosed as Annex III.4.

The tender process can be conducted for one or more lots within one tender. The municipality should take care that one lot should not cover more than approximately 15 houses. The bidders are allowed to submit bids for one or more lots if they have sufficient capacities for that, which will be evaluated by the evaluation committee during the bid evaluation.



### **III.3. CONTRACTING**

The template of the contract which is to be signed with the successful bidder is attached as Annex III.5. The contract shall be signed by: MHRR, The Return Fund, the municipality and the contractor, in three languages and sufficient number of copies.

### **III.4. THE PERFORMANCE OF WORKS AND SUPERVISION**

Before the signing of contract with the selected contractor and the beginning of the reconstruction works performance, the municipality will ensure supervision, in the way described below. The municipality will prepare the tender, and by means of public invitation select the most favourable supervision. After the most favourable supervision is selected, MHRR, Return Fund, the municipality and supervisor will sign the Contract on Performing the Supervision Services.

The supervisor will:

- *be qualified for performing this kind of job, which means he/she has to be a technical person with the appropriate university education or two year post secondary school education with five years of work experience in construction or supervision jobs and the passed professional exam.*
- *be in charge of the daily supervision of works, signing of the construction diary and construction book, and also other building documentation, and also the calculation of the performed works in the temporary and in the final situation.*
- *have the role of the representative of the authorized party for contracts with the contractor during the period of the building until the handover of the performed works.*
- *be responsible for the supervision of quantities and quality of works in all respects according to the applicable standards.*
- *give all needed information to the MHRR monitors about the reconstruction of houses.*

In due time, after signing the contract with the selected contractor, the municipality will send to the Fund, contractor and MHRR, decision on appointing supervisors passed by the most favourable supervision bidder and who will be responsible for performing technical supervision.

MHRR – monitors shall once a month go to the field and monitor the performed works progress.

In case of specific events or circumstances which could have negative influences on the works quality or delays in performance of works, the municipality will immediately warn the MHRR. The MHRR can ask the

municipality to provide the estimation of the expected effects of future events or circumstances on the date of the completion of works.

### **III.5. TECHNICAL RECEPTION AND HANDOVER OF THE COMPLETED WORKS**

After the contracted works are completed, the municipality is in charge of organizing the technical reception as follows:

- The contractor informs the municipality written that it has completed all the works according to the contract and delivers the request for the technical takeover.
- The municipality shall establish the Commission consisting of at least three qualified professionals on behalf of the municipality (for construction, electric works and plumbing – utility fittings). These professionals have to have the professional exam passed.
- The supervisor, the contractor, the Return Fund, and the MHRR monitor are present during the work of the committee.
- The municipality shall set the date and time for the technical takeover, and shall send a written invitation to the members of the Commission, supervisor and representatives of: the contractor, the Return Fund and the observer. After the handover, the minutes are to be made on any possible remark related to the performed works and defects that have to be repaired within a specific deadline. These Minutes are to be signed by all the present members of the Commission, Supervisor, Contractor, Return Fund and MHRR monitor.
- If the Commission noted faults the contractor has to eliminate them within the proscribed deadline. After these faults have been eliminated, the technical takeover is to be repeated in the same way.
- Upon the technical handover, the municipality sets the date and time of handover of the repaired house and sends the invitation in writing to the municipality representative, MHRR monitor, supervisor, contractor, Fund representative and beneficiary.
- After the successful handover for each of the reconstructed units, the minutes are to be made. These minutes shall be signed by all present, and on that occasion, the user is, with the proper recordings, being delivered the keys of the reconstructed housing unit. A copy of the minutes shall be delivered to each of the present representatives. The template for the minutes of the technical handover is given in Annex 7.
- If the beneficiaries noted any hidden faults, the remarks are to be recorded in the minutes and the contractor is to be given a deadline in which he has to eliminate them.
- The contractor is obliged to remove any hidden faults in the guarantee period and if he does not answer the request, the investor reserves the right to engage another contractor to remove those shortcomings at the charge of the issued guarantee.

### **III.6. THE FINAL CALCULATION**

The mutual financial rights and obligations of the contract signatories are defined by the final calculation.

Upon the performance of the works from the Contract, the Supervisor is obliged, upon the written notice by the Contractor that the works are finished, to issue the Confirmation on General Completion of Works.

After the completed process of handover of the works for each reconstructed unit, the Committee for the Final Calculation is formed:

- The municipality forms the committee with the following members: Fund representative, municipality representative, contractor, supervisor. The MHRR monitor is also present during the work of the committee.
- The municipality appoints the date and time of the committee meeting and sends the invitation in writing to the committee members and MHRR monitor. After the final calculation is finished, the minutes are to be made. These minutes is also signed by all the present committee members and MHRR monitor.

The final calculation is recorded in minutes by the Final Calculation Committee which is made of all contractual parties' representatives, after the successful technical acceptance. Mutual financial rights and obligations of the contract signatories are defined by the Final Calculation, and specially: the value of the performed works according to the contracted price, the amount paid by temporary situations, the amount of the presented final situation, the final amount which the contractor should receive or return according to the unquestionable part of the Final Calculation, the information if the contracted period has been respected, and if not, how much it was breached, the information which party, on what grounds, and in which amount requires a possible compensation for damage or penalty interest, and also their disputable and undisputable amounts, any possible problem about which the contract signatory representatives could nor reach agreement.

On the day of signing the minutes on the final calculation, the signatories of the contract agree that the procedure of handover of the works and the final calculation is finished. If the minutes on the final calculation of works are not denied by any of the contract signatories, it will be considered final and accordingly, the payment will be effected in the period of the \_\_\_\_\_ calendar days.

On the day of signing the minutes on the handover and final calculation and **issuing of confirmation on the successful technical acceptance**, if it is not disputed by any contractual party, the contract signatories agree that the process of the handover of works and final calculation is finished. If the minutes on technical acceptance, the minutes on handover and the minutes on final calculation of works are denied by any contract signatory, the dispute will be solved by agreement, otherwise, the court in Sarajevo will have jurisdiction.

### **III.7. PAYMENT TO CONTRACTORS**

The Return Fund performs the payments directly to the account of Contractor on the bases of temporary situations, verified by the contractor, supervisor, and municipality-coordinator of the Project and the delivered report of the monitor. The contractor is entitled to the advance payment in the amount up to.....%, with the enclosed bank guarantee on the full amount of the advance payment.

The amount to be paid is determined on the basis of the real quantities of the performed works and the built-in material verified by the supervisor, in the following order:

- The contractor delivers the invoice – situation for the actual performed works and the built-in material according to the previously verified construction book.

Based on the investment-technical documentation and the construction book, the supervisor carries out the control of the invoice/situation delivered by the contractor, and verifies it by the signature. After the supervisor has carried out the control, the contractor delivers the invoice/situation to the municipality. After the verification of the invoice/situation, the municipality delivers it to the Return Fund for payment.

- Monitor visits the field to examine the performance level and the works quality once a month.
- After the necessary checks, the monitor makes the minutes which is the integral part of the approval of payment and delivers it to the Fund.

Payment upon the completed situation is done by the Return Fund after making the minutes on the successful technical acceptance and the minutes on handover of the works which should be signed by all Technical Acceptance Committee members and the submission of bank guarantee on the performed works by the contractor monitor report.

### **III.8. MONITORING**

The MHRR's monitors observe the realization of the projects financed through the Return Fund. The tasks of the monitors for the monitoring of the projects are:

- a. taking part in the work of the municipal commissions for selection of beneficiaries, as active observers.
- b. the monitoring of the works performance progress on the selected users' houses once a month, the evaluation of the works underway, and their compliance with the technical standards and the contract

- (e.g. IMG standards). Upon the completion of the project, every unit will be checked, the work quality and the housing level evaluated.
- c. the evaluation of compliance with the applicable tender and contract procedures, and all other activities entrusted to the municipalities within the projects financed through the Return Fund
  - d. measuring of progress of every contract; on the basis of the collected data, regular informing of the Return Fund and the Committee on project implementation progress; the developing and maintaining of the database on the reconstructed units, users, selected contractors, etc.
  - e. the submission of regular reports on the level of realization of the contracted obligations to the Return Fund and the Committee

During the monitors' visits on the field, the municipality is obliged to ensure the presence of the municipal technical staff/supervisor and the contractor's representative. Besides other observers, the municipality is obliged to invite in writing the MHRR monitors to every bid opening and evaluation, and technical acceptance, also.

In addition, the municipality should regularly send to the MHRR, the Fund and Committee for Displaced Persons and Refugees the data on users, progress of performance of works and also the monthly reports about the whole project progress, in the required format. Also, the municipality is obliged to fill and maintain the data base on the selected users and to deliver it to the MHRR. The MHRR representative will install the data base at the beginning of the project realization and train the municipality staff on data entering and the maintaining of data base on users. After the beginning of the project implementation, representatives of the MHRR, through the monitors, will deliver to the municipality the set of forms, by which the municipality will regularly report and deliver data to the MHRR.

### **III.9. RECONSTRUCTION OF THE TECHNICAL INFRASTRUCTURE**

The technical infrastructure reconstruction primarily means the reconstruction of a part of the low voltage network and the water supply system in order to provide the connecting of reconstructed housing units to the electric low voltage and the water supply networks.

#### **III.9.1. Connection to the Low Voltage Electric Network**

Considering that the low voltage network is the ownership of the local Electric Supply Company and that only their workers can perform works on this network, the most practical solution for the providing of electric connections to the users is the following:

1. The municipality sends the request to the local Electric Supply Company to make the specification of the materials which is needed to provide the connections,

2. After the specification is prepared, the municipality, in the name of the Fund, through the proper tender process selects and engages the supplier which performs the procurement, transport and delivery of the material and equipment for the renewal of the house connections and the parts of the low voltage networks needed for the renewed houses connections.
3. The material procured in such way is delivered/donated to the Electric Supply Company.
4. After the Electric Supply Company takes over the procured material, with the quality and quantity check by the Electric Supply Company representatives, the supervisor, the supplier delivers the invoice/situation by the procedure which is shown in this instruction «Payment to Contractors», the Electric Supply Company is obliged, using the donated material, to carry out all necessary civil engineering and electric installation works and to re-connect the pre-war users to the electric network by respecting the provisions of «Memorandum of Understanding on Connecting Returnees' Housing Units to the Electric Supply Network, no. 01-260/2004».

The relations between the Electricity Supply Company and the municipality, the Fund and the MHRR are defined by the Agreement which is signed by every party and which clearly defines the roles and obligations of every one of them. The form of this agreement is attached as Annex 8.

In case of the users whose connection to the low voltage network requires extremely large investments because of larger network reconstruction or the construction of the transform-stations, which is from the aspect of the available funds impossible, the Municipality/Committee for the Selection of Users will put that user on the reserve list until the moment of providing funds from other sources.

### **III.9.2. Reconstruction of the Water Supply (distribution) Network**

In case the local water supply systems need reconstruction, the municipality prepares the project documentation and announces the public competition in the same way as it does for the houses reconstruction. But, if the city water supply network is in question, the solution has to be found in the agreement with the local Water Supply Company following the similar model as for electricity.

**IMG STANDARDS**

**STANDARDS  
FOR THE REHABILITATION OF HOUSING UNITS  
January 2001**

**In order to harmonize the approach of all donors / agencies engaged in the rehabilitation of dwellings, a set of living standards have been drawn up which should be applied throughout the rehabilitation program.**

**The level of rehabilitation is based on the following principles:**

- the rehabilitation will facilitate the return of the owners / rightful occupants of the dwelling
- the rehabilitation will stabilize the living conditions for present residents
- the dwelling will be habitable and provide good protection against rain, wind and cold weather.
- the dwelling will be rehabilitated using marketable good quality materials of commonly used standard. Workmanship on structural elements, as well workmanship on water, electricity, gas (or other) installation to be carried out by trained, experienced persons to a standard of national quality.
- The rehabilitated dwelling will have the following rooms and facilities
  1. One bedroom,
  2. One living room area
  3. Kitchen area (if originally part of the living room, only one combined kitchen/living room will be rehabilitated)
  4. One toilet / bathroom
  5. One entrance lobby
  6. Water installations and sanitary fittings for the toilet/bathroom and kitchen to be rehabilitated.
  7. Electrical installation and accessories in the rooms selected for the rehabilitation.

The aim is to provide the owners/rightful occupants of the residence with a closed habitable unit within the building frame fully protected against the weather.

It must be possible to heat all the habitable areas of the unit –as one unit.

The units shall provide privacy and security.



## **TECHNICAL RECOMMENDATIONS FOR REHABILITATION WORK**

### **1. Roofs:**

Reconstruction of the whole roof structure in accordance with national regulations using original roofing material or suitable alternative. All openings in attic (windows in the attic walls etc.) to be closed to avoid the tiles from lifting up due to wind pressure. All ventilation channels to be lead through the roof construction.

Chimney(s) to be used in relation to heat rehabilitated rooms. Height of the chimney(s) should be min. 50 cm above the ridge.

- 1.3. Thermal insulation (according to national regulations and climate zone), hydro insulation and vapour barrier to be applied on apartment buildings if the roof is flat.
- 1.4. Flashing to be repaired/installed on roof edges, on the joint of different roof pitch, and roof penetrations such as chimneys, roof drains, and vent. pipes.
- 1.5. For apartment buildings, additionally ventilation ducts, parapet walls (fence) and access doors and other facilities/installations should be repaired/replaced.
- 1.6. Apartment buildings are to be equipped with lightning protection if missing.

### **2. External Walls:**

- 2.1. Reconstruction of all external walls, both structural and panel, including repair of any structural element (beams and columns) using original materials or suitable alternative.

### **3. External Openings:**

- 3.1. Missing wings and frames of the windows to be replaced in repaired/reconstructed rooms with the original size and glazed if possible with thermal insulation glass (4:12:4 mm). Damaged wings and window frames to be repaired and fitted with the single layers of glass or thermal insulation glass if possible.
- 3.2. External door(s) with standard lock(s) are to be provided for the existing openings. Doors and windows to be painted or protected by suitable alternative.
- 3.3. Remaining external openings must be closed against the weather and interaction on the suitable way i.e. plastic sheeting.

### **4. Internal Doors:**

- 4.1. Internal doors to be installed in all reconstructed rooms.
- 4.2. Internal doors (with doorframes) to be as originally fitted, standard hollow-core doors, or suitable alternative, including all hinges, lockets and closures. Existing doorframes are to be re-used wherever possible, and fitted with new door leaves. Internal doors to be painted or treated by using suitable alternative. In apartment buildings all windows and doors in the common areas to be repaired/replaced/glazed to pre-damage standard.

## **5. Internal Walls:**

- 5.1. Internal walls in the rooms to be inhabited will be repaired and plastered with at least one layer of plaster. Appropriate amount of white emulsion paint or suitable alternative to be provided.
- 5.2. In apartment buildings additionally the walls in the entrance lobby and stairwell to be repaired and plastered. The fence of stairs to be repaired for the children's safety (up to the last floor with reconstructed apartment)

## **6. Ceilings:**

- 6.1. Ceilings to be repaired and plastered (if appropriate) to the same standard as walls in the rooms to be inhabited

## **7. Floors:**

- 7.1. Ground floor concrete slabs to be finished with "biverplast" or suitable alternative if the ground floor will be inhabited.
- 7.2. Any type of warm floor or suitable alternative, insulated with thermal insulation (thickness to be in accordance with national regulation and climatic zone) should be fixed if the ground floor will be inhabited. If the floor to be inhabited is an upper floor only any type of warm floor or suitable alternative should be fixed (e.g. industrial carpet).

## **8. Kitchen:**

- 8.1. Connection and outlet for the tap and kitchen sink to be provided

## **9. Bathroom:**

- 9.1. The bathroom should be rehabilitated/provided in each rehabilitated house. The standard should be adjusted to the national standard. The bathroom to be fitted with the following:
  - one shower basin or bath
  - one 50 cm hand wash basin complete with taps
  - one toilet with a seat and flashing cistern
  - connection and outlet for washing machine

## **10. Water installations:**

- 10.1. Damaged/leaking installations in the dwelling to be repaired/replaced including previous testing.
- 10.2. In a case of public supply a meter should be installed including a manhole with appropriate cover. The connection to the public means should be checked/re-established, in co-operation with the utility company.
- 10.3. If there is no public supply, but rainwater tank or well, the existing pump to be repaired/ connected /provided. The repair, cleaning and disinfecting of the rainwater collection/well should be provided.

## **11. Electrical Installations:**

- 11.1. Distribution board (cabinet) including main house fuse(s) next to the meter, house fuses, differential circuit breaker and appropriate meter should be installed and prepared for connection to the public supply (low voltage network).
- 11.2. If the low voltage network is rehabilitated in the area, the single piece connection or cable in the ground from the distribution board to the network should be connected/re-establish in co-operation with the utility company.
- 11.3. Every room to be inhabited to be fitted with one light fitting, one light switch and two earthen power outlets. The bathroom to be equipped with a waterproof light, one splash proof earthen safety socket and a standard light/boiler combination switch outside the room.

In apartment buildings additionally an approved central distribution board with all necessary equipment including main fuse board, appropriate meter for every apartment, one for common areas, and tariff clock(s) should be installed.

Note: Testing of electrical installation to be done in accordance with current regulations.

## **12. Gas Installations:**

- 12.1. If a gas installation did exist before the war in the dwelling, and if deemed cost effective, gas installation for cooking and /or heating of dwelling should be provided in accordance with rules and regulations. Any works on gas supplying system outside the boundaries of the apartment will be responsibility of the others.

## **13. Sewerage:**

- 13.1. Damaged/ leaking installation to be repaired/replaced.
- 13.2. The connection to the public sewerage system should be checked/re-establish in co-ordination with the utility company.
- 13.3. Septic tank/soakage pit, if existing, should be checked and, if necessary, cleaned and/or repaired.

## **14. Lift:**

- 14.1. Existing lifts to be repaired and made operational complying with all safety requirements. The lifts are also to be provided with new internal safety doors, if missing.

## **15. Heating:**

- 15.1. A wood burning stove to be provided.
- 15.2. If the rooms to be inhabited are situated on different floors, separate chimney channels should be provided.

In apartment buildings the common central heating system to be repaired wherever exists. As a minimum requirement living room, kitchen, bathroom and if possible bedrooms, are to be provided with suitable radiators. Existing central heating systems may be renovated if considered cost effective. If the common heating system will not be repaired/ is not instead wood burning stove to be provided- if adequate chimney is existing. Connection to district heating system is desirable, if operational. Public heating system outside the boundaries of the apartment will be the responsibility of others.

#### **16. Structural works:**

- 16.1. All structural works to comply with current seismic regulations in the area.
- 16.2. If structural works will be done on the existing structure, the works should improve (where possible seismic safety of the structure.

For apartment buildings all structural works to be designed and supervised by a registered civil engineer.

#### **17. Lightning protection:**

- 17.1. On buildings previously fitted with lightning protection, it is to be repaired in accordance with current regulations. Apartments buildings, however, are to be equipped with lightning protection, if missing.

#### **18. Disabled People:**

Provisions should be made for disabled people, if any in the household. Door steps and stairs to be avoided and replaced with ramps where possible. Layout of rooms and dimensions of doors to allow for wheel chairs. Further works, if necessary, to be carried out to suit individual cases to current standards for disabled people.

In apartment buildings areas the access and use of public spaces should be improved as well as a part of the rehabilitation program.

#### **19. General:**

The IMG standards for the rehabilitation of residential buildings will apply as obligatory standards, unless the donor/implementing agency in their project documentation clearly specifies/justifies any variation in regard to their proposed level of standards.

Not all recommended standards regarding quantities are according to the roles and regulations in Bosnia and Herzegovina. Where the deviations on standards are lower than required it is still possible to lift up the standard of a later stage. It is important that the works carried out are no hindering for a later upgrading of the standards – to meet the requirements according to the rules and regulations.

The obligatory rules, legislation and standards etc. for Bosnia and Herzegovina appear in the Manual: *For Technical and Obligatory Conditions for Design and Execution of Works on Construction, Reconstruction, Repair and Adaptation of Construction Units*. Prepared by Federal Ministry of Physical Planning and Environment and IMG, April 1998.



**Terms of Reference for Designers**

## **TERMS OF REFERENCE FOR DESIGNERS**

### **Objectives**

The aim of the contract is the creation of the implementation-technical documentation for the reconstruction of \_\_\_\_\_ housing units in the area of \_\_\_\_\_ municipality, within the projects which are financed through the Return Fund. The project documentation should be made in compliance with all technical standards and principles, so that pre-war tenants could be provided with the housing conditions according to the „IMG-Standards for Housing Units Repair“ which are applied within the projects financed through the Return Fund. The contracting authority will use this project documentation as the integral part, i.e. the tender documentation subject for the selection of the most favourable contractor for the reconstruction of the mentioned houses. At the same time, following the implementation-technical documentation which is the subject of this contract, the housing units' reconstruction works will be carried out. For that reason, it is of crucial importance that the implementation-technical documentation should be made in a highly professional and correct way

### **General Provisions**

The units are placed on different locations in \_\_\_\_\_ municipality, which is included in the project financed through the Return Fund. In the war period, the units were exposed to shells, effects of the explosive materials with large destructive power and fires, and in period after the war, for several years they were exposed to atmosphere influences, so there is a risk that possible damages which are not currently visible because of crashed materials, could be discovered only in the stage of the reconstruction. The mentioned circumstances should be certainly taken into consideration during the observing of the present situation and planning. The designer will determine the estimation of the existing unit (building) stability, for each unit individually, and accordingly, offer the adequate solutions for the repair and reconstruction of the unit, in the design.

The housing units' reconstruction level is based on the „IMG-Standards“ which are applied within the projects financed through the Return Fund. For that reason, in creation of the project documentation, the designer is obliged to strictly keep to the technical recommendations for the repair works, mentioned in these standards, and also the applicable domestic regulations and legislation in the area of civil engineering. „IMG Standards“ which are applied within the projects financed through the Return Fund are enclosed to the Job Description.



## Project Documentation

The creation of investment-technical documentation for \_\_\_\_\_ individual housing units in \_\_\_\_\_ municipality, will be done at the level which will ensure the reconstruction of these units on the basis of the project task for each individual unit and „IMG Standards“ and in accordance with the legislation in the civil engineering area.

### The Contents of the Project Documentation

- Situation–Position of the unit is displayed on the 1:1000 or 1:2500 cadastre plan copy
- The photos of the present situation from the inside and outside (*taken over from the project task*)
- The short description of the present situation with the description of damages
- The information on the number of the returnee family members (who are to return) (*taken over from the project task*)
- The base of the floor which is the subject of the reconstruction 1:50 or 1:75
- The base of the roof which is the subject of the reconstruction with the sections 1:50 or 1:75
- The characteristic section 1:50 or 1:75
- The construction plan with the static calculation and the dimensions (for new construction)
- The base of the floor which is the subject of the reconstruction including: electric, water supply and sewerage installations 1:50 or 1:75
- The preliminary estimation of the works by particular stages for all construction-craft works
- It is necessary that the plan should contain the detailed material specification for: construction, handcraft-construction, and installation works, (cement, lime, brick, construction material, roof tile, doors, windows, tiles , floors, el. cables by the sections, water pipes etc.)

**Note:** if the unit is built from the beginning it is necessary to display:

- The foundation base 1:50 or 1:75
- The floor base 1:50 or 1:75
- The base of the roof with the sections 1:50 or 1:75
- The characteristic section 1:50 or 1:75
- Facades 1:50 or 1:75
- The base of the floor including: electric, water supply and sewerage installations
- The static calculation with the dimensions of the construction elements and the steel construction plan
- The preliminary estimation of the works by particular stages for all construction-craft works

- It is necessary that the plan should contain the detailed material specification for: construction, handcraft-construction, and installation works, (cement, lime, brick, construction material, roof tile, doors, windows, tiles , floors, el. cables by the sections, water pipes etc.)

### **The Delivery of the Investment-Technical Documentation**

The investment-technical documentation (including the plans) should be done in A4 format in paper. After the investment- technical documentation is made, one copy should be delivered to the municipality for revision.

The designer is obliged to precede according to the revision remarks. After the revision remarks are dealt with, the designer delivers the investment-technical documentation to the municipality in the six copies, with the minutes.

In case of any dilemmas or unclear points which consultant-designer might have during the creation of project documentation, consultant-designer is obliged to consult and ask for the opinion of the expert appointed by the municipality before making any decision. The municipality will appoint such competent person at the time of the signing of the contract.

### **Time - limits**

The time-limits for the creation and delivery of the investment-technical documentation for all \_\_\_\_\_ units is \_\_\_\_\_ calendar days. In any case, the consultant-designer is expected to organize his/her activities so as to complete and deliver the project documentation in groups of 10-15 designs, so that the Authorized Party for contracts could in the shortest possible period start to conduct the tender procedure for the lots of 10-15 units. With the aim to shorten the time-limits for handover, the consultant should enable the check and the revision of the documentation during its creation by timely information on the degree, stage of performance and the possibilities of the check during the work.

### **Requirements**

The minimum requirements which Consultants/Designers have to meet are the following:

- to be registered for the performance of the required kind of activity
  - to enclose the decision on registration
- to have the needed experience in making this kind of designs in the previous five years
- to engage, directly or by contract on business and technical cooperation, the needed number of the key experts with the proper work experience, and the minimum would be:

- a) the responsible designer for the architectural part of the project, with minimum five years of work experience on similar jobs and with professional examination passed
  - b) the responsible designer for the constructive part, with minimum five years of work experience on similar jobs and with professional examination passed
  - c) The designer of electric installations, with minimum three years of work experience on similar jobs and with professional examination passed
  - d) The designer for water supply and sewerage, with minimum three years of work experience and with professional examination passed
- they should have the appropriate equipment for the required services performance;
  - they should not make sub-contracts for any part of the project task with another company.

It is important to mention that, during the creation of project documentation, the consultant-designer has to cooperate very closely with, and to permanently consult the technical staff appointed by the municipality. The technical staff appointed by the municipality, is obliged to provide the consultant-designer with the information on the unit location, the owners, the members number and all other relevant information, and, in coordination with the users, to suggest the rooms which will be included in the reconstruction works in the unit planned for reconstruction.

As several designers take part in the creation of the project documentation, the consultant/designer entrusted with the creation of the project documentation is obliged to name the designer leader. The designer leader is responsible for having the project documentation complete and for the coordination with the municipal technical staff. It is necessary to stress in the bid which expert is the designer leader.

### **Management of the project, responsibilities and tasks of the consultant-designer**

The consultant-designer responsibilities include, among others, also the following:

- that s/he will perform the service completely following the given task, program and conditions;
- that s/he will follow all generally accepted rules of his/her profession;
- that s/he will apply the results of all available scientific and practical developments, researches and studies;
- that s/he will perform the service professionally and with good quality, following all the technical regulations, principles, and

standards which are in effect on the day of the conclusion of this contract;

- that, according to the rules of his/her profession, and on the basis of the collected and checked information, s/he will give advice and suggestions and at the right time warn the authorized party for contracts of the observed mistakes and shortcomings and the consequences of some decisions or requests of the authorized party for contracts or third participants in the project realization;
- at the request of the authorized party for contracts, the designer will deliver later up to five copies or some parts of the design with the special compensation for copying;
- with the aim to maybe shorten the time-limit for handover, consultant/designer will make possible the check and revision of documentation during its creation by timely information on the degree, stage of performance and the possibilities for checking during the work;
- if, after the performed revision, some shortcomings are observed, which could not be observed by procedure of inspection according to the rules of profession, the authorized party for contracts can refer to them in two months after their discovering as latest.

### **The control and estimation during the contract performance**

- During the contract realization, at the request of the authorized party for contracts, the meetings will be organized, at which the level of the project realization as compared to the planned timing will be defined.
- All unclear points during the implementation will be solved in the agreement with the representative of the authorized party for contract.

### **Integral parts**

1. "IMG STANDARDS" (obligatory use) and the civil engineering regulations;
2. PROJECT TASK CONTAINS:
  - a copy of the cadastre plan – c.u.
  - photos of the existing situation (inside and outside)
  - short description of the present situation with the description of damages
  - information on the number of the returnee family (returning) members
  - technical description of the works which need to be done on the housing unit and the description of the rooms which are the subject of reconstruction
  - information on the possibilities and the way of the connecting to the infrastructure

**Instruction for Tender Procedures and the Tender  
Evaluation with Set of Forms**

## **Instruction for Tender Procedures and the Tender Evaluation Within The Framework of Return Fund Financed Projects**

This Instruction shall define the implementation of the tender procedure within the framework of Return Fund financed projects. It also describes the roles and responsibilities of the contractual authorities, in order to provide the transparency and competitiveness of the process, respecting the existing law and regulations in BiH.

Within the projects financed through the Return Fund, a municipality is in charge of implementing the entire tender procedure, including the preparation of the bill of quantities and the estimated bill of quantities, tender document, publishing of the procurement notice, establishing of the commission in charge of the evaluation of bids as well as the preparations in regard to the signing of the contract with the successful bidder. The MHRR could provide the advisory assistance to municipalities, within the implementation of the above mentioned activities.

- a) Preparation of the tender documents;** The municipality is preparing the complete tender documentation. The tender document has to contain all the requirements and the information that the bidders need in order to prepare and submit their bids: the detailed description of the tender subject by type, quality and quantity; precise evidence and the documents that the bidder has to submit in order to prove that it meets the requirements/qualifies; criteria for the selection of the best bidder and the awarding of the contract; cases of incompliance; technical specifications that have to define the characteristics of the services, materials and works requested, minimal quality standards and the technical requirements that would allow the Bid Evaluation Commission to define the bidders that meet the terms of the technical requirements; details referring to the deadline for the delivery of bids, currency and the language that the bid has to be written in, time and location for the submission of bids, time and location for the opening of bids, etc. The model of the tender dossier is given attached to this document as **Annex III.4.**
- b) Procurement notice;** The municipality, on behalf of the Return Fund, publishes the procurement notice in at least one daily newspaper in the Federation, RS and Brcko District. Beside that, the procurement notice shall be published in the "Official Gazette of BiH". Public procurement notices published in the "Official Gazette of BiH" shall be published as well at the web site of public procurements which is available on internet.

The procurement, awarding and cancellation notices, contracting authorities may publish in other publications and at web sites that are not mentioned in the former paragraph. However, such notices

could not be published prior the date of the publication in the "Official Gazette of BiH", and could not contain any other or additional information to those published in the "Official Gazette of BiH".

The procurement notice has to define clearly, precisely and completely the subject of the contract and the contracting authority, place, deadline and the time for the submission of bids as well as the location and time for the public opening of bids.

The minimum time limits for the submission of bids have to be sufficient, providing enough time to the parties interested for the compiling and the submission of bids. In case of the open procedure, it is recommended that the minimum time limits for the submission of bids should not be less than 28 days running from the date it is published in the "Official Gazette of BiH".

- c) The municipality may **charge** the interested bidders for the tender document, in order to cover the costs of the preparation and the copying of that document. The amount requested must not surpass the expenses of the preparation and copying of the tender document, and the funds thus collected can only be used for that purpose.
- d) **The records of the tender documents taken and the bids received;** The municipality is obliged to keep the records/register of the tender documents taken (Form III.3.2.), and the register of the bids received (Form III.3.3.). Beside that, the municipality should, upon a receipt of the bid, issue to each bidder a certificate that the bid has been received with the correctly stated time at which the bid was submitted and the signatures of both the applicant and the receiver of the bid (Form III.3.4.); one copy of the certificate that the bid was received should be attached to the register on the reception of bids.
- e) **Commission in charge of the evaluation of bids;** The municipality appoints the commission for the evaluation of bids, by a written decision, stating the names and the positions (functions) of the commission members. The commission for the evaluation of bids consists of a chairperson, a secretary, and 3 commission members with the right to vote, all appointed by the Municipal Council. The MHRR is represented in the evaluation as an observer. It would be preferable, if viable, that one of the voting commission members is a person not employed at the municipality that would function as an independent/impartial member. All the voting members have to have the appropriate knowledge needed in order to be able to give the relevant opinion in regard to the bids. The MHRR representative shall be, in writing, invited to each bid opening

session as a monitor. (invitation template is attached herewith as Form III.3.1). The Evaluation Commission members are obliged to be present at all the meetings, while every absence has to be recorded and justified in a tender evaluation report. Likewise, it is necessary to provide the possibility to participate in the work of the evaluation committee to all the monitors and observers, as well as the insight into the complete documentation during and after the evaluation of bids. Before the opening of bids, all the Commission members and monitors have to sign the Impartiality and Confidentiality Statement (Form III.3.5.). All the decisions that the Evaluation Commission makes have to be recorded and justified completely in a report on the evaluation of bids (Form III.3.13.).

- f) Opening of bids;** The municipality is in charge of organizing the public opening of bids at the location and the time stated in the tender document. Representatives of bidders, authorized by a signed certificate, can be present at the bid opening, as well as the representatives of monitors, observers and donors. Their presence should be recorded in the pre-made template (Form III.3.6.). The purpose of the bids' opening is to check the completeness and regularity of all bids, existence of the required guarantee for a bid and other documents required. The results are being recorded in a YES/NO table for all of the elements stated in a tender document (Formal compliance grid - Form III.3.7.) On this basis the Commission is passing the decision on formal compliance of bids with reference to tender requirements. In case that any document proving the technical and financial compliance of the bidder is missing, is not properly stamped or signed during the bids' opening, such a bid shall be referred as an incompliant and shall not be taken into further consideration. For the formally in compliable bids the financial results shall not be announced. For the bids that after the opening could be considered as compliant to the formal requirements from the tender document, the financial bids and possible mistakes shall be announced. The Commission Secretary records these results in the pre-made template of minutes (Form III.3.8.) After the public opening of bids, the Commission Secretary is drafting the minutes from the opening of bids session (Form III.3.9.). Minutes are to be delivered to all the bidders, immediately or within the three days deadline, starting from the time of the opening of bids.
- g) Confidentiality of the procedure;** The information regarding the examining, clarifications, exchange of opinions and comparison of bids, as well as the, recommendations in regard to the awarding of the contract must not be revealed to the bidders nor to any other side that is not officially involved in the process, before the official announcement of the best bidder. Every attempt to approach any



Evaluation Commission member during the evaluation period shall be regarded as the legitimate reason for this bid to be disqualified.

**h) Evaluation of bids;** The Evaluation of the bids consists of the assessment of the technical and financial aspect of the bid.

➤ **While conducting the technical evaluation,** the Evaluation Commission shall evaluate only those bids that have been deemed as eligible, meaning those that are in accordance with the administrative and formal requirements for the delivery of bids. The Commission will thoroughly review, and check in details, information delivered by the bidder, and shall formulate its opinion about the technical eligibility of the bidder. Each evaluator will mark the results from his/her own check-up in a YES/NO grid for the individual technical evaluation (Form III.3.10), based upon which s/he gives his/her own recommendation regarding the technical eligibility of the bidder. After the discussion and elaboration of the opinion of each evaluator, the Commission members shall reach the consensus – deciding about the technical eligibility of the bidders, taking into consideration that all of their decisions have to be in accordance with the existing Law on Public Procurements. It is important to underline that, although the Commission has to have an odd number of voting members, its decisions can not be made by outvoting of some of the Commission members. This means that after the discussion and the agreement on the opinion of the each of the evaluators, the results from individual analyses are to be consolidated within the joint technical evaluation table (Form III.3.11.) to be signed by each Commission member. The purpose of the technical evaluation is to assess if the bids submitted satisfy the minimum of technical requirements and the selection criteria that have been described in the tender document. During the evaluation, Commission decides about the technical eligibility of the each bid, and is classifying them as technically compliant or technically non-compliant.

➤ **Financial evaluation;** After the completed technical evaluation, the Commission shall check – calculate the financial part of all the technically acceptable/eligible bids. The calculation errors stated shall be corrected as follows: if there is a difference between the unit price and the total price – the price that is calculated by multiplying the unit price by quantity (amount), the price per unit is to be taken into consideration and the total amount will be corrected. If there is a difference between the amount stated in figures and in writing, the amount stated in writing shall be taken into consideration. In the case of error, the Commission shall correct the amount in the bid, and the bidder shall be required to agree to the amount corrected. If the bidder

does not allow for the errors to be corrected, its bid shall, in that case, be rejected. After the control of calculations, the results are recorded in the table for the arithmetical checks (Form III.3.12.). If the bidder does not enter the prices for individual items, the Commission shall consider that the costs for these items are covered by prices of other items within the estimated bill of quantities. However, before making the final decision, the Commission has to ask for the written clarification from the bidder, and if the bidder, in its response, proposes, no matter the reason, additional compensation for the items for which it did not enter the price, it shall be considered as the reason to reject such a bid.

- **Clarification of bids:** in order to help the reviewing, evaluation and comparison of bids, the Evaluation Commission may, upon its own decision, demand from the bidder to clarify its bid. The request for clarification and the answer to this request are to be delivered in written. This correspondence will not allow any request, offer or approval of any sort of price change or the content of the bid.

**i) The Evaluation Commission's conclusions/awarding of contracts;** After the evaluation of bids is completed, the Commission can give one of the following recommendations:

- Award the contract to a bidder who delivered a bid:
  - that is in accordance with the formal requirements and the eligibility requirements;
  - the total amount of which is within the maximum of budget available for this contract;
  - that fulfils the minimum of technical requirements stated in the tender document; and
  - that has the lowest amount offered (and fulfils all the conditions mentioned above)
- Cancel the tender procedure in exceptional circumstances, such as:
  - none of the bids was delivered within the deadline determined;
  - none of the bids received fulfils the formal/administrative requirements for the delivery of bids;
  - prices stated in all of the bids that fulfil the formal requirements are significantly higher than the budget available for that contract;
  - the number of bids received that fulfil the formal/administrative criteria is less than three, and it does not provide the genuine competition for the contract in case;

- The number of bids received that also fulfil the technical criteria is less than three and it does not provide the genuine competition for the contract in case.
- j) Report on Bids Evaluation;** The entire evaluation process should be recorded in the Report on Bids Evaluation (Form III.3.13.), to be signed by the chairman, secretary and all the voting Commission members. The minutes prepared during the opening and evaluations of bids are enclosed to Report on Bids Evaluation (Forms III.3.1. to III.3.13.). This report is delivered to the municipality and Return Fund for the final approval of the bids evaluation process.
- k) Notification of the result of the tender;** After the Evaluation Commission of bids finishes its work and after the Return Fund's approval is obtained, the municipality, on behalf of the Return Fund, informs the most successful bidder in writing that its bid has been accepted as the best bid. Possible calculation errors that were corrected during the evaluation process are being pointed out. The best bidder is bound to answer in writing if he agrees with the amount corrected, and to confirm that he will comply with all the conditions stated in his bid. After the best bidder accepts in writing/confirms the reception of the announcement on the awarding of contract, the Municipality, in a shortest deadline possible, and in writing informs all the other bidders about the decisions that were made in regard to the awarding of the contract, including the reasons because of which the contract that the bids were being collected for, was not awarded (if it fulfilled the technical evaluation or not, and what are the reasons for the rejection).
- l)** The municipality is obliged to **publish the award notice** in the "Official Gazette of BiH" as soon as possible, but not later than 30 days upon the contracting the best bidder.
- m) Complaints:** Every bidder deeming that there is a reason to file a complaint regarding the implementation of the tender procedure and the awarding of the contract is entitled to do so.
- The complaint is to be submitted to the municipality/Evaluation Commission, in written form, within 5 days from the date it received the information on the awarding of the contract;
  - After receiving the complaint, the municipality is suspending the procedure for the awarding of the contract, in order to thoroughly review the complaint. If necessary, the municipality shall inform the other bidders about possible change of deadlines for the awarding of contract, stating the reasons for the delay;
  - The municipality shall inform the Return Fund about the complaint it received;
  - The municipality, on behalf of the Return Fund shall consult the Evaluation Commission, review the complaint and adopt the

decision, containing the justification, within 5 days from the date it received the complaint, and the municipality shall, the next day at latest, inform the plaintiff about the final decision, justifying it at the same time.

Municipality \_\_\_\_\_

Street \_\_\_\_\_

No: \_\_\_\_\_

Date, \_\_\_\_\_

For: \_\_\_\_\_

\_\_\_\_\_

**SUBJECT: Invitation to Bid Opening Session for Tender No. 00/000**

Dear \_\_\_\_\_,

On \_\_\_\_\_200\_, the Municipality of \_\_\_\_\_,  
on behalf of: The Ministry for Human Rights and Refugees and the Return Fund,  
has launched the invitation to bid for the reconstruction of \_\_\_\_ housing units in  
the municipality of \_\_\_\_\_.

Herewith, we have the pleasure to invite you to attend the bid opening session  
that will take place in the premises of the Municipality of \_\_\_\_\_ at  
address \_\_\_\_\_ on \_\_\_\_\_200\_ at \_\_\_\_\_hrs.

We look forward to seeing you.

Sincerely yours,

Mayor

\_\_\_\_\_

**Return Fund Financed Projects**

**Project.....no: 00/000**

**PICKED UP LIST**

No.	NAME	ADRESS	PHONE	DATE	SIGNATURE

**Return Fund Financed Projects**

**Project.....no: 00/000**

**RECEIVED LIST**

<b>No.</b>	<b>NAME</b>	<b>ADRESS</b>	<b>PHONE</b>	<b>DATE</b>	<b>SIGNATURE</b>

**Return Fund Financed Projects**  
**Project.....no: 00/000**

The invitation to bid for the reconstruction of \_\_\_\_\_ housing units in the Municipality \_\_\_\_\_

**CERTIFICATE OF THE SUBMISSION OF BID**

The deadline for the submission of bids is \_\_\_\_\_ year before \_\_\_\_\_ hours.

**NAME OF THE SUPPLIER:** \_\_\_\_\_

**DELIVERY NO:** (the ordinal number of the bid) \_\_\_\_\_

**DELIVERED:** ( ) personally

( ) by mail

**DATE AND TIME THE BID WAS SUBMITTED:** \_\_\_\_\_ at \_\_\_\_\_ hours.

**HAS THE DELIVERY BEEN SEALED APPROPRIATELY:** ( ) YES  
( ) NO

**NOTE: (if any)** \_\_\_\_\_

**FIRST NAME, LAST NAME AND THE SIGNATURE OF THE PERSON DELIVERING THE BID:** \_\_\_\_\_

**NAME OF THE PERSON THAT RECEIVED THE CONSIGNMENT:** \_\_\_\_\_

**COPY:** For the deliverer



**IMPARTIALITY AND CONFIDENTIALITY STATEMENT**

**TENDER NUMBER:**

I, signed under here, am stating that I agree to participate in the evaluation within the tender procedure mentioned above. Giving this statement, I confirm that I have been introduced to all the information available up till now related to this tender procedure. Furthermore, I am stating that I will conduct my duties in a fair and honest way.

I am independent in relation to all the parties that may benefit from the results of this evaluation process. To my knowledge and belief, there are no facts or circumstances, present or from the past, that could occur in a near future that would put my independence to question by any of the parties, and if it becomes evident during the very evaluation process that such a relation exists, or has been established, I will immediately withdraw from the evaluation process.

I agree to, in confidence and confidentiality, receive any information or documents ("confidential information") given to me for an insight, or which I encounter or prepare myself during the and as a result of the evaluation, and I agree to use them for the purpose of this evaluation only. They will not be made available or given for an insight to any third party. I also agree not to keep the copies or any other written information or samples I receive.

The confidential information will not be made available to anyone except the employees and experts, unless they agree to act and be held liable in accordance with the conditions stated herewith.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

Monitors:

\_\_\_\_\_  
\_\_\_\_\_

**LIST OF THE AUTHORIZED REPRESENTATIVE OF BIDDERS  
PARTICIPATING AT THE BID OPENING SESSION**

**Return Fund Financed Projects**

**Project.....no: 00/000**

<b>NAME OF THE REPRESENTATIVE</b>	<b>NAME/TITLE OF THE BIDDER</b>	<b>SIGNATURE</b>

**FORMAL COMPLIANCE GRID**

Date of the bids opening session: \_\_\_\_\_ 200: \_ at \_\_\_\_\_ hours.

<b>Project Title:</b>	<b>Return Fund Financed Projects</b> .....	<b>No: 00/000</b>
-----------------------	---	-------------------

Bid number	Name of the bidder	Has the bid been properly packed/sealed?	Nationality?	Bid security?	Certified copy of the company registration?	Certified copy of the license to conduct works?	Signed authorization for person who sign bid?	Liabilities towards the Pension Fund fulfilled and the list of employees?	Bank statement?	Balance Sheet and Income Statement?	Certificate for the taxes paid?	Statement of eligibility	EVIDENCE of relevant experience - references?	Work plan?	Equipment list?	Company organization chart?	Data about the subcontractors?	Final Decision?
		(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Yes/No )	(Accepted / Rejected)

<b>Commission Chairperson:</b>		<b>Commission Member 1.</b>		<b>Observers:</b>
<b>Signature of Chairperson:</b>		<b>Commission Member 2.</b>		
<b>Place:</b>		<b>Commission Member 3.</b>		
<b>Date:</b>		<b>Commission Member 4.</b>		
<b>Secretary:</b>		<b>Commission Member 5.</b>		

### BID OPENING RECORD

**Invitation to Bid:**

**Project:**.....**no: 00/000**

<b>Date of issue:</b>		<b>Opening Date &amp; Time:</b>	
<b>Closing Date:</b>		<b>Place:</b>	
<b>No. of Collected Tenders</b>		<b>No. of Bids Received:</b>	

Bidder		Country of Origin	No of Pages	Total Amount	Remarks/ Corrections/ Complete/ Incomplete
No.	Name				
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**The original bids with attachments were opened in our presence and all pages duly numbered and initialled by us.**

Name	Title	Signature	Initials	Date

Observers:

\_\_\_\_\_

\_\_\_\_\_

**MINUTES FROM THE BID OPENING (sample)****NUMBER: 00/000**

**Content:** Schedule  
 Observers  
 Records/minutes  
 Conclusions  
 Signatures

**Annexes:** Summary of received bids  
 List of participants present  
 Declaration of impartiality and confidentiality  
 Formal requirements eligibility table

**1. Schedule**

	DATE	TIME	LOCATION
Publishing of the procurement notice			
Deadline for delivery of bids			
Bids opening			

**2. Observers**

Name	Representing

**3. Minutes**

The session of the bids opening was held \_\_\_\_\_, in the premises of the Office for displaced persons and refugees – Municipality \_\_\_\_\_ starting at 11:00 hours, in the presence of the representatives of bidders wanting to participate, observers and the Commission for the opening and evaluation of bids. Commission members are:

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After the Chairperson welcomed all the present, s/he described the scope and type of the proposed contract and the source of financing and summed up the main characteristics of the tender procedure up till now. It was established that the tender document was taken by total of \_\_\_\_\_ participants, while \_\_\_\_\_ bids were received by the final deadline for the submission of bids. None of the bidders withdraw their bid.

After the Chairperson checked and stated that all the received bids have been properly packed and sealed, the bids were opened. Each envelope containing the bid was numerated with an ordinal number by an authorized representative in charge of contracts, upon the arrival of the bid. The bids were opened in the order they were received in.

For each of the opened bids, the Chairperson has, consulting the Commission members, stated if all the requested documents are attached, if the bid contains correctly stated needed information and announced the following: the number from the envelope, name of the bidder, language used in the bid, presence of the bank guarantee and stated which of the requested documents was sent along with the bid, and finally read the amount offered. The information announced were recorded within the formal compliance grid and bid opening record attached to this report.

\_\_\_\_\_ bids out of total \_\_\_\_\_ - are  
 non-compliant.  
 Ltd Co \_\_\_\_\_ - has not submitted \_\_\_\_\_  
 \_\_\_\_\_  
 Ltd Co \_\_\_\_\_ - has not submitted \_\_\_\_\_  
 \_\_\_\_\_

**4. Conclusion**

After checking the formal compliance, the following bids can be considered as compliant for further evaluation:

Number of bid envelope	Name of the bidder	Financial offer in KM	Discount conditions

The representatives of the bidders present at the opening confirmed the accuracy of the financial offer.

None of the representatives and observers had any remarks or comments during the bids opening session.

Attached to this document, there is a summary of tender documents taken and the bids received. Only the properly closed and sealed bids delivered by the deadlines stated were opened.

All the Commission members (and observers) signed the Declaration of Impartiality and Confidentiality, given attached to this report. The number from the envelope containing the bid was written at the each copy of the bid.

**5. Signatures**

<b>Name</b>		<b>Signature</b>
<b>Chairperson</b>		
<b>Secretary</b>		
<b>Evaluators</b>		

**INDIVIDUAL TECHNICAL EVALUATION GRID**

Date of the bids opening session: \_\_\_200\_\_ at \_\_\_\_\_ hours.

<b>Project Title:</b>	<b>Return Fund Financed Projects</b> .....	<b>No:</b> <b>00/000</b>
-----------------------	---	-----------------------------

<b>DESCRIPTION/COMPLIANCE</b>	<b>(Yes/No)</b>
Bid number	
Name of the bidder	
Company registration acceptable?	
License for construction works acceptable?	
Liabilities towards the Pension Fund fulfilled and acceptable?	
The bank statement acceptable?	
Certificate of taxes paid acceptable?	
References acceptable?	
Eligibility statement acceptable?	
Work plan and construction program acceptable?	
Equipment list acceptable?	
The list of employees acceptable?	
Company organization chart acceptable?	
Data about the subcontractors acceptable?	
Declaration on the origin of materials and equipment acceptable?	
Final decision?	

**Evaluator:** \_\_\_\_\_



**TECHNICAL EVALUATION GRID**

Date of the bids opening session: \_\_\_\_\_ 200: \_ at \_\_\_\_\_ hours.

<b>Project Title:</b>	<b>Return Fund Financed Projects</b> .....	<b>No: 00/000</b>
-----------------------	---	-------------------

Bid number	Name of the bidder	Company registration acceptable?	License for construction works acceptable?	Liabilities towards the Pension Fund fulfilled and acceptable?	The bank statement acceptable?	Certificate of taxes paid acceptable?	References acceptable?	Eligibility statement acceptable?	Work plan and construction program acceptable?	Equipment list acceptable?	The list of employees acceptable?	Company organization chart acceptable?	Data about the subcontractors acceptable?	Declaration on the origin of materials and equipment acceptable?	Final decision?
		(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Yes/no)	(Accepted/Rejected)

<b>Commission Chairperson:</b>		<b>Commission Member 1.</b>		<b>Observers:</b>
<b>Signature of Chairperson:</b>		<b>Commission Member 2.</b>		
<b>Place:</b>		<b>Commission Member 3.</b>		
<b>Date:</b>		<b>Commission Member 4.</b>		
<b>Secretary:</b>		<b>Commission Member 5.</b>		

**TOTAL BID PRICE  
BEFORE AND AFTER ARITHMETICAL CHECKS**

**Return Fund Financed Projects**

**Project.....no: 00/000**

No.	Bidder Name	Total amount before arithmetical checks	Total amount after arithmetical checks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Members of Evaluation Commission**

Name	Title	Signature	Date

## **REPORT ON BIDS EVALUATION (SAMPLE)**

**Project:**.....**no. 00/000**

**Contents:**      Schedule  
                          Observers  
                          Evaluation  
                          Preparations for the session opening  
                          - Opening of bids, formal eligibility  
                          - Technical eligibility of bids  
                          - Financial evaluation  
                          Conclusion  
                          Signatures

**Annexes:**      Report on the opening of bids and its annexes  
                          Formal eligibility template  
                          Individual technical evaluation table filled out by  
                          each of the evaluators  
                          List of the bidders present

### **1.      Schedule**

	<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
<b>Session opening</b>			
<b>Deadline for the submission of bids</b>			
<b>Bids opening</b>			
<b>&lt; Session 1 &gt;</b>			

### **2.      Observers**

<b>Name</b>	<b>Representatives:</b>

### 3. Evaluation

#### *Session opening*

The Chairperson and the Commission Secretary have checked the documents to be evaluated and approved by other Commission members.

#### *Opening of bids, preliminary examination and formal compliance*

The report on the opening of bids is given attached to this document. The Evaluation Commission has considered exclusively the bids compliant to formal requirements as stated in the tender documentation.

The formal compliance grid is given attached to the Report on the Opening of Bids. Based on that, the Evaluation Commission adopted the decision on what bids fulfil all the formal requirements stated within the tender document, and which ones should not be taken into further consideration. Following bids have been eliminated from the further process of evaluation at the bids opening session. For such bids the financial bid has not been announced.

<b>Number of the envelope containing the bid</b>	<b>Name of the bidder</b>	<b>Reason</b>

Each evaluator in the Evaluation Commission used the Technical Evaluation Table. This template helps him/her to evaluate the technical eligibility of each of the bidders in accordance with the technical requirements from the tender document. The Individual Technical Evaluation Table for the each of the bids as well as the joint one are given attached to this document.

After reviewing each evaluator's opinion, the Evaluation Commission adopts by a consensus that all the bids that were found to be formally eligible, completely fulfil the requirements of the technical eligibility, meaning that they are technically acceptable.

#### *Financial evaluation*

After the technical evaluation completed, the Evaluation Commission starts with the arithmetical control of the financial part of all the bids that were found technically eligible.

- As stated in the instruction for bidders, the arithmetical errors were corrected as follows:
- If there is a difference between the price per unit and total price that is calculated by multiplying the price per unit with the amount (quantity), the price per unit shall be taken as the valid one and the amount of the total price shall be corrected.
  - If there is a difference in the amount stated in numbers and in words, the number stated in words shall be taken as the valid one.

Following results were found during the arithmetical control:

<b>Number of the envelope containing the bid</b>	<b>Name of the bidder</b>	<b>Financial offer BAM</b>	<b>Arithmetically corrected financial offer BAM</b>

The Evaluation Commission considered the values after the arithmetic control as the valid ones.

The final rank list of bidders that were not eliminated during the evaluation of bids is given under here. The list was made based on the arithmetical corrections of the financial offers:

<b>Number of the envelope containing the bid</b>	<b>Name of the bidder</b>	<b>Financial offer [after the arithmetic corrections] BAM</b>	<b>Final ranking</b>

## 6. Conclusion

The Evaluation Commission unanimously proposes for the contract to be awarded to the following bidder:

<b>Number of the envelope containing the bid</b>	<b>Name of the bidder</b>	<b>Financial offer BAM [after the arithmetic corrections]</b>	<b>Offered discount BAM</b>	<b>Contract value BAM</b>

## 5. Signatures

	<b>First and Last Name</b>	<b>Signature</b>
<b>Chairperson</b>		
<b>Secretary</b>		
<b>Evaluators</b>		

**ACTIVITIES AT THE BIDS OPENING BY ORDER**

<b>Activities</b>
<b>Preparation</b>
1. The Chairperson and the Secretary are controlling the bids received and the additional records in order for it to be confirmed in a proper way by the Evaluation Commission members and the observers. The bids have to be piled in the order they were received in, with a visible and clear number at the envelope of the each bid.
2. All the Evaluation Commission members and observers have to sign the Statement of Confidentiality and Impartiality.
<b>Bids opening session</b>
3. The Chairperson is opening the session and provides the introduction, generally in a flowing order: <ul style="list-style-type: none"> <li>• The Chairperson welcomes all present,</li> <li>• S/he describes the scope and type of the contract proposed and the sources of financing: It is the reconstruction of ____ houses at the territory of the Municipality _____ within the framework of the Return Fund financed projects.</li> <li>• Identifies the organizations in charge of the preparation of tender document: <ul style="list-style-type: none"> <li>- <i>tender document prepared entirely by the Municipality _____</i></li> </ul> </li> <li>• Sums up the basic characteristics of the tender procedure till that moment: <ul style="list-style-type: none"> <li>- <i>date and place of the Procurement Notice publishing, deadline for the submission of bids, number of bids submitted, etc, and the criteria for the awarding of the contract:</i> (<i>The contract shall be awarded to the participant who submitted a bid:</i> <ul style="list-style-type: none"> <li>- <i>that fulfils the formal requirements and the eligibility conditions stated within the tender document</i></li> <li>- <i>that fulfils the minimum of technical requirements stated within the tender document, and</i></li> <li>- <i>that has the lowest amount offered (while fulfilling the conditions mentioned above)</i></li> </ul> </li> </ul> </li> <li>• Introduces each of the Commission members and observers</li> </ul>
4. All the envelopes containing bids, numerated in accordance with the order they were received in, are placed in front of the Chairperson. S/he states if all the envelopes containing bids have been made available and ready for the opening process.
5. The Chairperson and Secretary are checking if and confirming that all the envelopes are closed and sealed in a proper way. The envelopes that haven't been properly closed and sealed shall be separated and shall not be opened.
6. The Chairperson and Secretary are opening the envelopes containing bids in order they were received in. They write the number from the envelope to the front page of the each document.
7. For each opened bid, the Chairperson and Secretary, after consulting the Commission members, state if the bids received contain all the documents requested and the necessary information stated, and are announcing the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Number from the envelope</li> <li><input type="checkbox"/> Name of the bidder</li> <li><input type="checkbox"/> If the bid is properly sealed</li> <li><input type="checkbox"/> If the bidder attached and properly certify all the documents requested (stated in the tender document)</li> <li><input type="checkbox"/> The final decision with regard to formal compliance of the bids with the tender requirements, i.e. the eligibility of the bids for the further evaluation.</li> </ul>
8. Secretary is recording the information announced into the formal eligibility table. Beside that, the secretary is taking the descriptive minutes about the opening of bids.
9. The Chairperson is reading financial offers and possible mistakes for each formally compliant bid.
10. The Chairperson and the Evaluation Commission members are putting initials on all the pages of the technical and financial part of each formally compliant bid, i.e. the one acceptable for further evaluation (as per tender requirements).
11. The Chairperson is concluding the bids opening session thanking the present for coming and informs them that the Evaluation Commission shall inform the bidders in written about the evaluation process results.
12. The Secretary is taking and preparing the minutes (table form) on the opening of bids. The secretary is also preparing the descriptive report/minutes on opening of bids. The minutes are to be signed by all the Evaluation Commission members.

**Tender Dossier (sample)**

**Municipality.....**  
**Street.....**

**Date.....**

**Invitation to Bid for the reconstruction of \_\_\_\_\_ in Municipality of \_\_\_\_\_**

<b>Return Fund Financed Projects</b>
<b>Project.....no. 00/000</b>

Dear,

The municipality of ..... on behalf of the Return Fund and the Ministry for Human Rights and refugees, is acting as a Contracting Authority.

The project includes ..... housing units. The program is financed through the Return Fund as a joint project and approved by the state Commission for Refugees and Displaced persons.

1. We hereby solicit your bid for the construction works (including supply, transport and building) for the reconstruction of ..... housing units in Municipality of .....
2. To enable you to submit a bid, please find enclosed:
  - Annex I. Instructions to Bidders
  - Annex II. Bid Data Sheet
  - Annex III. General Terms and Conditions
  - Annex IV. Special Conditions
  - Annex V. Technical Requirements
  - Annex VI. Evaluation Grids
  - Annex VII. Bid Submission Form
  - Annex VIII. Price Schedule
  - Annex IX. Schedule of Requirements/ Bill of Quantities
3. Interested Bidders may obtain further information at the following address:  
Contact person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone and Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_
4. Bids must be delivered at the address \_\_\_\_\_ on or before \_\_\_\_\_ hours, \_\_\_\_\_ 2005 (day). Late bids shall not be considered.
5. Bids will be opened in the presence of authorized Bidders' Representatives, who chose to attend, at the address of \_\_\_\_\_ on \_\_\_\_\_ 2005 at \_\_\_\_\_ (hours).
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

**Municipality of \_\_\_\_\_**



## INSTRUCTIONS TO BIDDERS

### A. Introduction

- 1. General:** The Municipality of ....., on behalf of the Return Fund, acts as the "Contracting Authority" and invites Sealed Bids for the construction works (including supply, transport and building) on the reconstruction of the ..... houses in the Municipality of .....
- 2. Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Contracting Authority to provide consulting services for the preparation of the design specifications, and other documents to be used for the works to be contracted under this Invitation to Bids.
  - 2.a. Acceptable Materials and Services:** All materials and services to be provided under the contract shall originate from the approved countries, as defined in the Form in Annex V. The bidders shall confirm to the contracting authority in the Declaration signed by their representatives that they are meeting this requirement. "The origin" means the place where the goods are made or from which the services are provided.
- 3. Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Contracting Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
  - 3.a. Site Visit:** The Bidder is obliged to visit the location of works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works. A clarification meeting and/or a site visit will not be held by the Contracting Authority.

### B. Solicitation Documents

- 4. Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may result in disqualification of the Bid.
- 5. Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the Contracting Authority in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
- 6. Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the Contracting Authority may, for any reason,

whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Contracting Authority may, at its discretion, extend the Deadline for the Submission of Bids.

## C. Preparation of Bids

**7. Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Contracting Authority shall be written in the language indicated on the Bid Data Sheet. The successful Bidder will be required to sign the Contract in English with provided authentic translation into one of official languages in BiH.

## 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes V, VIII and IX and clause 11 of Instructions to Bidders;
- (c) Documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible and qualified to perform the works under the contract if its Bid is accepted,
- (d) Documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

## 9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified for works described in the Solicitation Documents. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Contracting Authority's satisfaction:

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract. All requested documents intended to prove the Bidders technical and financial capacity, as well as minimum requirements for technical/financial capability are specified in Annex V.
  - **Company Registration** - Decision of entry in the Court Registry
  - **Valid building license** (for tenders in RS only).
  - **List of all registered employees certified by PIO/MIO**, (document not older than 30 days of date of Bid opening) with the **prove of fulfilment of requirements towards pension&health insurance** until month when the document is issued.
  - **Solvency statement** issued by bank, which is not older than 30 days of date when public call was announced,
  - **Prove** (document not older than 30 days of date of Bid opening)) **on fulfilment of requirements towards tax administration**, until month when document was issued
  - **Bidders statement on eligibility**, stating that bidder is not under any category that would exclude him from participation in the tender (template of statement is given in the Annex V)
  - **Evidence of relevant experience** in execution of works of a similar nature/ reference list

- **List of equipment** for execution of the contract.
- **Data on subcontractors**
- **Declaration on acceptability of materials**

(b) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.

#### **10. Documents Establishing Materials and Work Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all materials and related services, which the Bidder proposes to provide under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the materials and works;
- (b) Work plan and program for execution of works described in tender documentation,
- (c) Declaration that the materials and equipment to be used under the contract are originating from approved countries.

**11. Bid Currencies/Bid Prices:** All prices shall be quoted in KM (Convertible Mark). The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods and services it proposes to provide under the contract.

It is understood, that the bid prices will cover all works as described in the tender dossier. The bidder will provide unit prices/price breakdown and total prices in Convertible Marks. Items for which no price is stated in the bid, will not be paid for, and will be treated as if covered under other items for which a price is stated in the price schedule of the bid.

**12. Period of Validity of Bids:** Bids shall remain valid for 60 days after the date of Bid Submission prescribed by the Contracting Authority pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the Contracting Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

#### **13. Bid Security:**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Contracting Authority in the amount that is equal to 1% – 2% of estimated tender value; The bank guarantee must be submitted in the form which is attached to Annex V.
- (b) The Bid Security is to protect the Contracting Authority against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Bid or in a freely convertible currency and shall be in the form of bank guarantee issued by a reputable bank located in the Contracting Authority's country or abroad, and in the form provided in these Solicitation Documents,

- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Contracting Authority as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Contracting Authority pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Contract in accordance with Clause 26 of Instructions to Bidders, or,
    - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

#### **D. Submission of Bids**

**14.**Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. Original and copy must be of identical content. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. The bidder is requested to attach the documents that prove bidder's technical & financial capability to the bid, in the order stipulated in Annex V.

#### **15.Sealing and Marking of Bids:**

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Contracting Authority at the address given in section I of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE BID OPENING SESSION", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Contracting Authority will assume no responsibility for the Bid's misplacement or premature opening.

**16. Deadline for Submission of Bids/Late Bids:**

16.1 Bids must be delivered to the office of Contracting Authority at the address .....on or before ..... (date and time).

16.2 The Contracting Authority may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Contracting Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Contracting Authority after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the Contracting Authority prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

**E. Opening and Evaluation of Bids**

**18. Opening of Bids:**

18.1. The Contracting Authority will open all Bids in the presence of authorized Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The authorized Bidders' Representatives who are present shall sign a register evidencing their attendance. Bidders' Representatives who want to attend the bid opening session must have properly signed and certified power of attorney. Those without power of attorney will not be allowed to attend the bid opening session.

18.2. The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and all documents intended to prove the technical/financial capability of the Bidder, as well as such other details as the Contracting Authority, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3. Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4. The Contracting Authority will prepare minutes of the Bid Opening.

**19. Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the Contracting Authority may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

## 20. Preliminary Examination:

20.1. Prior to the detailed evaluation, the Contracting Authority will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one, which conforms to all the terms and conditions of the ITB without material deviations.

20.2. The Contracting Authority will form the Tender Evaluation Committee in order to examine all bids to determine whether they are complete, whether the documents have been properly signed and meet requirements, whether they fulfil requirements and criteria as stipulated in tender dossier, whether any computational errors have been made, and whether the bids are generally in order. Evaluation of Bids comprises of technical and financial evaluation. The Evaluation Committee will perform the detailed technical evaluation of only those bids that, after bid opening, conform to formal requirements of bid submission. The Evaluation Committee will examine in detail all the information supplied by bidders and will formulate its judgment on technical qualification of each bidder. The purpose of technical evaluation is to assess whether or not the competing bids meet the minimum technical requirements and selection criteria that are published in tender dossier. Having evaluated the bids, the Evaluation Committee rules on the technical compliance of each bid, classifying it as technically compliant or not technically compliant. Once the technical evaluation has been completed, the Committee checks that the financial part of technically compliant bids contain no arithmetical errors.

20.3 Arithmetical errors will be rectified on the following basis: 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. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Contracting Authority and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**21. Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

<b>22. Evaluation Criteria</b>	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical characteristics of materials and works or the construction's ability to satisfy functional requirements all in accordance with current standards and regulations in BiH.
1.3	Compliance with requirements regarding the financial, technical and production capacity of the Bidder
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.5	Compliance with start-up, delivery and installation deadlines set by the Contracting Authority.
1.6	Demonstrated ability to comply with critical provisions such as execution of the Contract by honouring the tax/custom-free status of the UN.
1.7	Demonstrated ability to honour important responsibilities and liabilities allocated to Contractor in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.8	Proof of after-completion service capacity and appropriateness of maintaining network.

## **F. Award of Contract**

**23.Award Criteria:** The Contracting Authority will award the Contract to the **lowest priced technically qualified** Bidder. The Contracting Authority reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Contracting Authority's action.

**24.Contracting Authority's Right to Vary Requirements at Time of Award:** The Contracting Authority reserves the right at the time of making the award of contract to increase or decrease the quantity of materials and works specified in the Schedule of Requirements up to 20% without any change in unit price or other terms and conditions.

**25.Notification of Award:** Prior to the expiration of the period of Bid Validity, the Contracting Authority will send the successful Bidder the notice of award. The notice of award may only be accepted by the successful Bidder's signing and returning an acknowledgement copy of it. Acceptance of this notice award shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions contained therein (general conditions).

**26.Signing of the Contract:** Within 7 days of receipt of the Contract the successful Bidder shall sign, date and return it to the Contracting Authority.

**27.Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 7 days of receipt of the Contract from the Contracting Authority. The Performance Security shall be for an amount of 10 % of the Contract value.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Contracting Authority may make the award to the next lowest evaluated Bidder or call for new Bids.

### BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	Bosnian/Serbian/Croatian
Bid Price	The prices are quoted in KM (Convertible Mark).  Place: Location of houses that are subject to tender
Advance payment	NO (There is no payment in advance)
Documents Establishing Bidder's Eligibility and Qualifications	Required and <b>obligatory</b> . (In case that any of below listed documents is missing or it is not validated as requested, the such bid will be disqualified) <ul style="list-style-type: none"> <li>• Company registration</li> <li>• License for building works (only for tenders in RS)</li> <li>• List of all registered employees certified by PIO/MIO, (document not older than 30 days of date of Bid opening) with the prove of fulfilment of requirements towards pension and health insurance until month when document is issued.</li> <li>• Solvency statement issued by bank, which is not older than 30 days of date when public call was announced.</li> <li>• Prove (document not older than 3 month of date of Bid opening) on fulfilment of requirements towards tax administration, until month when document was issued.</li> <li>• Bidders statement on eligibility, stating that bidder is not under any category that would exclude him from participation in the tender (template of statement is given in the Annex V)</li> <li>• Experience as contractor in construction of projects of the similar nature and complexity comparable to the works concerned by the tender with available references and certificates.</li> <li>• Company organization chart</li> <li>• Work plan and program for execution of works</li> <li>• List of equipment to be used for the contract</li> <li>• Data on subcontractors (the upper limit authorized for subcontracting is 20% of the Bid value)</li> <li>• Declaration on the origin of materials</li> </ul> All required documents are listed and specified in Annex V
Bid Validity Period.	60 days
Bid Security	Required and mandatory
Preliminary Examination - completeness of bid	Partial bids not permitted. All forms and documents listed in Annex V, VII, VIII and IX must be duly filled and signed.
Compliance with any other clause required?	YES <ul style="list-style-type: none"> <li>• Completion of work within a lot is <b>50</b> days</li> <li>• Origin of materials and equipment</li> </ul>



**GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS**

- 1. Definitions**
- 2. Singular and Plural**
- 3. Headings or Notes**
- 4. Legal Relationships**
- 5. General Duties/Powers of Engineer**
- 6. Contractor's General Obligations/Responsibilities**
- 7. Assignment and Subcontracting**
- 8. Drawings**
- 9. Work Book**
- 10. Performance Security**
- 11. Inspection of Site**
- 12. Sufficiency of Tender**
- 13. Program of Work to be furnished**
- 14. Weekly Site Meeting**
- 15. Change Orders**
- 16. Contractor's Superintendence**
- 17. Contractor's Employees**
- 18. Setting-Out**
- 19. Watching and Lighting**
- 20. Care of Works**
- 21. Insurance of Works, Etc.**
- 22. Damage to Persons and Property**
- 23. Liability Insurance**
- 24. Accident or Injury to Workmen**
- 25. Remedy on Contractor's Failure to Insure**
- 26. Compliance with Statutes, Regulations, Etc.**
- 27. Fossils, Etc.**
- 28. Copyright, Patents and Other Proprietary Rights, and Royalties**
- 29. Interference with Traffic and Adjoining Properties**
- 30. Extraordinary Traffic and Special Loads**
- 31. Opportunities for Other Contractors**
- 32. Contractor to Keep Site Clean**
- 33. Clearance of Site on Substantial Completion**
- 34. Labour**
- 35. Returns of Labour, Plant, Etc.**
- 36. Materials, Workmanship and Testing**
- 37. Access to Site**
- 38. Examination of Work Before Covering Up**
- 39. Removal of Improper Work and Materials**
- 40. Suspension of Work**
- 41. Possession of Site**
- 42. Time for Completion**
- 43. Extension of Time for Completion**
- 44. Rate of Progress**
- 45. Liquidated Damages for Delay**
- 46. Certificate of Substantial Completion**
- 47. Defects Liability**
- 48. Alterations, Additions and Omissions**
- 49. Plant, Temporary Works and Materials**
- 50. Approval of Materials, Etc., Not Implied**
- 51. Measurement of Works**
- 52. Liability of the Parties**

- 53. Authorities**
- 54. Urgent Repairs**
- 55. Increase and Decrease of Costs**
- 56. Taxation**
- 57. Blasting**
- 58. Machinery**
- 59. Temporary Works and Reinstatement**
- 60. Photographs and Advertising**
- 61. Prevention of Corruption**
- 62. Date Falling on Holiday**
- 63. Notices**
- 64. Language, Weights and Measures**
- 65. Records, Accounts, Information and Audit**
- 66. Force Majeure**
- 67. Suspension by the Contracting Authority**
- 68. Termination by the Contracting Authority**
- 69. Termination by the Contractor**
- 70. Rights and Remedies of the Contracting Authority**
- 71. Settlement of Disputes**
- 72. Jurisdiction**

## **1. DEFINITIONS**

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Program (UNDP). "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- b) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- c) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- d) "The Works" means the works to be executed and completed under the Contract.
- e) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- f) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- g) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- h) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- i) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

## **2. SINGULAR AND PLURAL**

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

## **3. HEADINGS OR NOTES**

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

## **4. LEGAL RELATIONSHIPS**

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

## **5. GENERAL DUTIES/POWERS OF ENGINEER**

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.

- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor

and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

## **6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES**

### **6.1. Obligation to Perform in Accordance with Contract**

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labour, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

### **6.2. Responsibility for Site Operations**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

### **6.3. Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

### **6.4. Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfil his commitments with fullest regard for the interest of the Employer.

### **6.5. Officials Not to Benefit**

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

### **6.6. Use of Name, Emblem or Official Seal of UNDP or the United Nations**

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the name of the Employer or the United Nations for advertising purposes or any other purposes.

## **6.7. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

## **7. ASSIGNMENT AND SUBCONTRACTING**

### **7.1. Assignment of Contract**

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

### **7.2. Subcontracting**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

### **7.3. Assignment of Subcontractor's Obligations**

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

## **8. DRAWINGS**

### **8.1. Custody of drawings**

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

### **8.2. One copy of Drawings to be kept on Site**

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

### **8.3. Disruption of Progress**

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

### **8.4. Work Book**

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

## **9. PERFORMANCE SECURITY**

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

## **10. INSPECTION OF SITE**

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

## **11. SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

## **12. PROGRAMME OF WORK TO BE FURNISHED**

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Program of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Program of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Program of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Program of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

## **13. WEEKLY SITE MEETING**

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

## **14. CHANGE ORDERS**

The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.



**15. PROCESSING OF CHANGE ORDERS**

Processing of change orders shall be governed by clause 48 of these General Conditions.

**16. CONTRACTOR'S SUPERINTENDENCE**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

**17. CONTRACTOR'S EMPLOYEES**

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
  - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
  - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who do not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

## **18. SETTING-OUT**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

## **19. WATCHING AND LIGHTING**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.

## **20. CARE OF WORKS**

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

## **21. INSURANCE OF WORKS, ETC.**

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

## **22. DAMAGE TO PERSONS AND PROPERTY**

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

## **23. LIABILITY INSURANCE**

### **23.1. Obligation to take out Liability Insurance**

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

### **23.2. Minimum Amount of Liability Insurance**

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

### **23.3. Provision to Indemnify Employer**

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

### **24. ACCIDENT OR INJURY TO WORKMEN**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE**

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

### **26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

**27. FOSSILS, ETC.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

**28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES**

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

**29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

**30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS**

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.
- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the

cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

### **31. OPPORTUNITIES FOR OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

### **32. CONTRACTOR TO KEEP SITE CLEAN**

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

### **33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION**

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

### **34. LABOUR**

#### **34.1 Engagement of Labour**

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

#### **34.2 Supply of Water**

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

#### **34.3 Alcoholic Drinks or Drugs**

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

#### **34.4 Arms and Ammunition**

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

#### **34.5 Holiday and Religious Customs**

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

#### **34.6 Epidemics**

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

#### **34.7 Disorderly Conduct, etc.**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighbourhood of the Works against the same.

#### **34.8 Observance by Sub-Contractors**

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.

#### **34.9 Legislation applicable to Labour**

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

#### **35. RETURNS OF LABOUR, PLANT, ETC.**

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

#### **36. MATERIALS, WORKMANSHIP AND TESTING**

##### **36.1 Materials and Workmanship**

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the

Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.

- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

### **36.2 Cost of Samples**

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

### **36.3 Cost of Tests**

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

## **37. ACCESS TO SITE**

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

## **38. EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

## **39. REMOVAL OF IMPROPER WORK AND MATERIALS**

### **39.1. Engineer's power to order removal**

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:



- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

### **39.2. Default of Contractor in carrying out Engineer's Instructions**

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

## **40. SUSPENSION OF WORK**

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

## **41. POSSESSION OF SITE**

### **41.1. Access to Site**

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Program referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Program or proposals, as the case may be.

### **41.2. Wayleaves, etc.**

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

### **41.3. Limits of the Site**

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a

copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

#### **42. TIME FOR COMPLETION**

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

#### **43. EXTENSION OF TIME FOR COMPLETION**

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

#### **44. RATE OF PROGRESS**

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the

Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

#### **45. LIQUIDATED DAMAGES FOR DELAY**

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
  
- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

#### **46. CERTIFICATE OF SUBSTANTIAL COMPLETION**

##### **46.1 Substantial Completion of the Works**

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

## **46.2 Substantial Completion of Sections or Parts of the Works**

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

## **47. DEFECTS LIABILITY**

### **47.1. Defects Liability Period**

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

### **47.2. Completion of Outstanding Work and Remedying of Defects**

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

### **47.3. Cost of Execution of Work of Repair, etc.**

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

### **47.4. Remedy on Contractor's Failure to Carry Out Work Required**

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

#### **47.5. Certificate of Final Completion**

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

#### **48. ALTERATIONS, ADDITIONS AND OMISSIONS**

##### **48.1. Variations**

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

##### **48.2. Variations Increasing Cost of Contract or altering the Works.**

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

##### **48.3. Orders for Variations to be in Writing**

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

#### **48.4. Valuation of Variations**

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

#### **49. PLANT, TEMPORARY WORKS AND MATERIALS**

##### **49.1. Plant, etc., Exclusive Use for the Works**

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

##### **49.2. Removal of Plant, etc.**

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

##### **49.3. Employer not liable for Damage to Plant**

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

##### **49.4. Ownership of paid material and work**

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfilment of all of the terms of the Contract.

##### **49.5. Equipment and supplies furnished by Employer**

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

#### **50. APPROVAL OF MATERIALS ETC., NOT IMPLIED**

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

## **51. MEASUREMENT OF WORKS**

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

## **52. LIABILITY OF THE PARTIES**

**52.1.** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.

**52.2.** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

### **52.3. Unfulfilled Obligations**

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

### **52.4. Contractor Responsible**

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

## **53. AUTHORITIES**

**53.1.** The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:

- (a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;

- (b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
- (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
- (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
- (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
- (f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfil his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
- (g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
- (h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

### **53.2. Evaluation after Re-entry**

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

### **53.3. Payment after Re-entry**

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify



would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

#### **54. URGENT REPAIRS**

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

#### **55. INCREASE AND DECREASE OF COSTS**

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

#### **56. TAXATION**

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

#### **57. BLASTING**

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

#### **58. MACHINERY**

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring

that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

**59. TEMPORARY WORKS AND REINSTATEMENT**

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

**60. PHOTOGRAPHS AND ADVERTISING**

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

**61. PREVENTION OF CORRUPTION**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

**62. DATE FALLING ON HOLIDAY**

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

### **63. NOTICES**

- 63.1.** Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be unreasonably withheld or delayed.
- 63.2.** Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 63.3.** Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 63.4.** Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

### **64. LANGUAGE, WEIGHTS AND MEASURES**

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

### **65. RECORDS, ACCOUNTS, INFORMATION AND AUDIT**

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the contracting authorities any records or information, oral or written, which the municipality may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the contracting authorities or its authorized representatives to inspect and audit such records or information upon reasonable notice.

### **66. FORCE MAJEURE**

Force majeure as used herein means natural disasters, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in

writing to the contracting authorities and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the contracting authorities of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the contracting authorities substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the contracting authorities of the occurrence of the force majeure submit a statement to the contracting authorities of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;
- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the contracting authorities shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (e) For the purpose of the preceding sub-paragraph, the contracting authorities may consider the Contractor permanently unable to perform in case of any suspension period of more than 15 (fifteen) days.

#### **67. SUSPENSION BY THE CONTRACTING AUTHORITY**

The contracting authorities may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP' sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.  
After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the contracting authorities of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the contracting authorities for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

#### **68. TERMINATION BY THE CONTRACTING AUTHORITY**

The contracting authorities may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the contracting authorities upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

#### **69. TERMINATION BY THE CONTRACTOR**

In the case of any alleged breach by the contracting authorities of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the contracting authorities detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the contracting authorities of the existence of such breach and the contracting authorities' inability to remedy it, or upon failure of the contracting authorities to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving thirty (30) days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of subparagraph (b) of Clause 68 hereof shall apply.

#### **70. RIGHTS AND REMEDIES OF THE CONTRACTING AUTHORITY**

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the contracting authorities.

The contracting authorities shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

## **71. SETTLEMENT OF DISPUTES**

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

### **71.1. Notification**

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

### **71.2. Consultation**

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

## **72. JURISDICTION**

Should the disputes not be settled, the jurisdiction of the competent Court shall be defined in the Contract.

**Special Conditions**

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

<b>Warranty/Guarantee</b>	
<input type="checkbox"/> Applies	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
<b>Liquidated damages</b>	
<input type="checkbox"/> Applies	If the Supplier fails to supply the specified goods or service within the time period(s) stipulated by the Contract, the Contracting Authority shall, without prejudice to its other remedies under the contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.2 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Contract price. Once the maximum is reached, the Contracting Authority may consider termination of the Contract.
<b>Performance security</b>	
<input type="checkbox"/> Applies	<ul style="list-style-type: none"> <li>a) Within 7 days of receipt of the Contract/Contract from the Contracting Authority, the successful Bidder shall furnish a Performance Security to the Contracting Authority in the amount of 10% of the Contract Value.</li> <li>b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the Contracting Authority.</li> <li>c) The proceeds of the Performance Security shall be payable to the Contracting Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</li> <li>d) The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the Contracting Authority's country or abroad in the form provided in these Solicitation Documents.</li> <li>e) The Security will be returned to the Supplier within 30 days of completion of the Contract, including any warranty obligation.</li> <li>f) After issuing a Certificate of Final Completion by Engineer, and prior to final payment, Supplier shall submit the Performance Security to the Contracting Authority in amount of 10% of the realized Contract value. This performance security must be in form of Bank Guarantee and shall be valid 12 months from the date of Issuance Certificate of Final Completion.</li> </ul>

**FORMATS OF PERFORMANCE SECURITY**

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_  
(INSERT FULL NAME AND ADDRESS OF THE MUNICIPALITY AND RETURN FUND)

WHEREAS

\_\_\_\_\_ (hereinafter called "the Contractor")  
(INSERT NAME AND ADDRESS OF THE CONTRACTOR)  
has undertaken,  
in pursuance of Contract No \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called " the  
Contract") to execute \_\_\_\_\_  
(INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE

we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_  
(INSERT AMOUNT OF GUARANTEE IN FIGURES/WORDS)

such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits \_\_\_\_\_  
(INSERT AMOUNT OF GUARANTEE)

as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight (28) calendar days after issuance of the Certificate of Final Completion.

\_\_\_\_\_  
(SIGNATURE AND SEAL OF THE GUARANTOR)

\_\_\_\_\_  
(NAME OF BANK)

\_\_\_\_\_  
(ADDRESS)



Place and Date \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE**

To: \_\_\_\_\_

Contract: \_\_\_\_\_

We the undersigned, (*name, company name, address*), hereby declare that we will guarantee, as principal debtor, to (*Contracting Authority's name and address*) on behalf of (*Contractor's name and address*), the payment of [*indicate the amount*], corresponding to the advance mentioned in Articles 3.4 and 4.1 of the Contract for Works without dispute, on receipt of a first written request from the recipient.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the (*indicate the date of payment of the prefinancing*) and shall be valid until full repayment of the same amount by the Contractor.

We note that you will release the guarantee and notify us of the fact at the latest within forty days of receipt of the Certificate of Final Completion.

Any dispute concerning this guarantee shall be governed by (*enter the law applicable*) and fall within the competence of (*indicate which jurisdiction applies*).

\_\_\_\_\_  
(SIGNATURE AND SEAL OF THE GUARANTOR)

\_\_\_\_\_  
(NAME OF BANK)

\_\_\_\_\_  
(ADDRESS)

Place and Date \_\_\_\_\_

### TECHNICAL SPECIFICATIONS AND REQUIREMENTS

LIST, ORDER AND TEMPLATES OF DOCUMENTS INTENDED TO PROVE THE FINANCIAL, TECHNICAL AND PRODUCTION CAPABILITY OF THE BIDDER

- **The Bidder is expected to submit the documents in order as listed below, as a confirmation of his technical, financial and production capability.**

<b>1.</b>	<b>The bid security</b> , prepared according to attached template (Form V.1.)
<b>2.</b>	<b>Validated photocopy of Company Registration</b> Decision of entry in the Court Registry Notification of the division of legal entities according to business (activity code/high construction )
<b>2a.</b>	<b>Validated photocopy of building license</b> (for tenders in RS only)
<b>3.</b>	<b>List of all registered employees certified by PIO/MIO</b> (document not older than 30 days of date of Bid opening) <b>with the prove of fulfilment of requirements towards pension and health insurance</b> until month when document is issued. (a minimal number of permanent employees must be fully in accordance with the currant law)
<b>4.</b>	<b>Solvency statement</b> issued by bank (not older than 30 days of date when public call was announced).
<b>5.</b>	<b>Prove of fulfilment of requirements towards tax administration</b> until month when document was issued (document not older than 30 days of date of Bid opening).
<b>6.</b>	<b>Bidder's statement on eligibility</b> , stating that bidder is not under any category that would exclude him from participation in the tender (Form V.2.)
<b>7.</b>	<b>Evidence of relevant experience</b> in execution of works of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed. <u>Written references and certificated are required to be enclosed.</u> (The evidence shall include successful experience as contractor in construction of at least 2 projects of the similar nature and complexity comparable to the works concerned by the tender during the last 4 years, of which at least one project must be implemented during the last 2 years)
<b>8.</b>	<b>Work plan and program for execution of works</b>
<b>9.</b>	<b>List of equipment</b> for execution of the contract. The descriptions must demonstrate the Bidder's ability to complete the works (Form V.3.)
<b>10.</b>	<b>Organization chart of the company</b> (Form V.4.)
<b>11.</b>	<b>Data on subcontractors</b> (the upper limit authorized for subcontracting is 20% of the Bid value - Form V.5.)
<b>12.</b>	<b>Statement on the origin of materials</b> (all materials to be used must originate from the eligible countries - Form V.6.)

- *All submitted documents must be originals or validated photocopies. THOSE DOCUMENTS' PHOTOCOPIES THAT ARE NOT VALIDATED SHALL NOT BE TAKEN INTO CONSIDERATION!*
- *The submission of all listed documents is mandatory. Failure to submit any of these documents or to validate each photocopy of the documents in the Bid, WILL RESULT IN EXCLUSION OF THE BID FROM THE FURTHER CONSIDERATION IN EVALUATION PROCESS!*
- *If the bidder was successful in one of the previous tenders within the similar projects or currently carries out other contracts, the Commission for evaluation of bids will take that into account when evaluating technical capacities of the company. This means that for a bidder to be evaluated as successful in this tender, it MUST demonstrate its technical, financial and production capacities for the increased scope of work because of the existing contract(s) awarded to this bidder in one of the tenders within the Return Fund financed projects or other project.*

**THE BID SECURITY FORM**

Invitation to tender No: \_\_\_\_\_

We, the undersigned, (*Name, Company name, address*), hereby declare that we will guarantee, as principal debtor, to (*Contracting Authority's name and address*) on behalf of (*Contractor's name and address*), the payment of \_\_\_\_\_ KM without dispute, on receipt of a first written request from the beneficiary.

The guarantee will take effect from the (*deadline for submission*). It will remain in force for ninety (90) days after this deadline, \_\_\_\_\_. It may be extended by the Contracting Authority for a further 40 days in exceptional cases, notice of which extension(s) to the guarantor is hereby waived.

Should (*Contractor's name and address*) be awarded the contract, this guarantee will be extended for a further sixty (60) days from the notification of award. It shall be released upon the signing of the contract by the tenderer and upon provision of the requisite performance guarantee.

Any demand in respect of this guarantee should reach the guarantor not later than the above date. We note that you will release the guarantee and notify us of the fact at the latest within thirty (30) days of the expiry of the tender validity period, including any extensions, in accordance with the instructions to tenderers.

Any dispute concerning this guarantee shall be governed by (*indicate the law applicable*) and fall within the competence of (*indicate which jurisdiction applies*).

Place and Date \_\_\_\_\_

Name and first name: \_\_\_\_\_ On behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_

(stamp of the body providing the guarantee)

**BIDDER'S STATEMENT**

THAT IT DOES NOT FALL UNDER ANY OF THE CATEGORIES LISTED BELOW WHICH WOULD DISQUALIFY IT FROM PARTICIPATING AT THE TENDER

Under the full material and penal responsibility I, hereby, state that the company \_\_\_\_\_, that I am the director of:

1. It executed none of the contracts awarded in the bidding procedures in former three years unsuccessfully.
2. It is not bankrupt, subject to the bankruptcy procedures, or ahead of the liquidation process.
3. It is not subject of the procedures regarding the failure to pay taxes and contributions.
4. The person in charge is not penalized for offence or misuse of the signed contracts aiming the acquisition of material gain.
5. None of the persons in charge are in any kind of kinship with any of the persons in charge or employed in the ordering party.
6. None of the persons in charge did not, in the period of last three years, worked as an employee of the ordering party.

Signature: \_\_\_\_\_  
(a director or person/s authorised to sign on behalf of the director)

Place and Date: \_\_\_\_\_

**EQUIPMENT AVAILIABLE FOR THE PERFORMANCE OF THE CONTRACT**

Equipment proposed and available for the performance of the contract\*

	DESCRIPTION (Type/Make/Model)	Power/ Capacity	No of units	Age (Years)	Owned (O) or Hired (H)	Origin (Country)	Present Approximate Value in KM
<b>A)</b>	<b>CONSTRUCTION EQUIPMENT</b>						
<b>B)</b>	<b>VEHICLES AND TRUCKS</b>						
<b>C)</b>	<b>OTHER EQUIPMENT</b>						

\*Not all the equipment owned by the company.

**Signature**

\_\_\_\_\_

**(a person or persons authorised to sign on behalf of the tenderer)**

**Place and Date** \_\_\_\_\_

At minimum company must have:  
**2 Agregats 4kW**  
**2 Consol elevators up 300kg**  
**6 Concrete mixing and placing plants**  
**2 Trucks up to 10 tones**

**ORGANISATION CHART**

Please give details here below of the organisation chart of your company, showing the position and qualification of directors, key personnel and functions.

**Signature**

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**(a person or persons authorised to sign on behalf of the tenderer)**

**Place and Date** \_\_\_\_\_

**DATA ON SUBCONTRACTORS**

If the bidder plans to subcontract part of the works, he must provide the following details:

<b>Work intended to be subcontracted</b>	<b>Name and details of Subcontractors</b>	<b>Value of subcontract (%) as percentage of the total cost of the project</b>

*\* The upper limit authorised for subcontracting is 20% of the value of the bid.*

**Signature**

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**(a person or persons authorised to sign on behalf of the tenderer)**

**Place and Date** \_\_\_\_\_

**STATEMENT ON THE ORIGIN OF MATERIALS**

I, hereby signed, state than all the materials to be provided and used under the project, shall exclusively originate from the eligible countries listed bellow:

**THE LIST OF COUNTRIES**

<b>EU MEMBER STATES:</b>	<b>CARDS (BENEFICIARY COUNTRIES AND ADDITIONAL COUNTRIES)</b>
Austria Belgium Czech Republic Denmark Estonia Finland France Greece Netherlands Ireland Italy Cyprus Latvia Lithuania Luxembourg Hungary Malta Germany Poland Portugal Slovak Republic Slovenia Spain Sweden United Kingdom	Bosnia and Herzegovina Croatia Former Yugoslav Republic of Macedonia Serbia and Montenegro Albania Bulgaria Turkey Romania

**Signature**

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**(a person or persons authorised to sign on behalf of the tenderer)**

**Place and Date** \_\_\_\_\_



**INDIVIDUAL TECHNICAL EVALUATION GRID**

Date of the bids opening session: \_\_\_200\_\_ at \_\_\_\_\_ hours.

<b>Project Title:</b>	<b>Return Fund Financed Projects</b> .....	<b>No:</b> <b>00/000</b>
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<b>DESCRIPTION/COMPLIANCE</b>	<b>(Yes/No)</b>
Bid number	
Name of the bidder	
Company registration acceptable?	
License for construction works acceptable?	
Liabilities towards the Pension Fund fulfilled and acceptable?	
The bank statement acceptable?	
Certificate of taxes paid acceptable?	
References acceptable?	
Eligibility statement acceptable?	
Work plan and construction program acceptable?	
Equipment list acceptable?	
The list of employees acceptable?	
Company organization chart acceptable?	
Data about the subcontractors acceptable?	
Declaration on the origin of materials and equipment acceptable?	
Final decision?	

**Evaluator:** \_\_\_\_\_

**BID/PROPOSAL SUBMISSION FORM**

To: The Contracting Authority,

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the works (including supply and delivery of building material) on reconstruction of \_\_\_\_\_ houses in conformity with the said bidding documents for the sum of \_\_\_\_\_

*(amount in figure/words-excluding the discounts described bellow)*

as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We will grant a discount of (\_\_\_\_\_%), or (\_\_\_\_\_KM)  
(in the event of our being awarded contract), therefore our FINAL OFFER, including the said discount, is \_\_\_\_\_

*(total amount in figures/words)*

We undertake, if our Bid is accepted, to deliver the construction works in accordance with the scope of works specified in the Bill of Quantities.

We agree to abide by this Bid for a period of \_\_\_\_\_ (\_\_\_\_) days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Place and Date: \_\_\_\_\_

**PRICE SCHEDULE**

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Contracting Authority to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. The format shown on the following pages should be used in preparing the Price Schedule.

Name _____	of	Bidder: _____
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<b>No.</b>	<b>Works</b>	<b>Total (KM)</b>
<b>GRAND TOTAL (KM):</b>		

- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder: \_\_\_\_\_

**SCHEDULE OF REQUIREMENTS  
(Bill of Quantities)**

**Template for Handover of Works with Minutes**

No:  
Place and date:

For the Representative of:

**Municipality:**

**MHRR**

**FMDPR/or**

**RS MRDP/or**

**Government of Brčko District:**

**Supervisor on behalf of the Municipality:**

**Contractor:**

**Beneficiary:**

**Subject: Invitation to Handover of the \_\_\_\_\_ Housing Units  
that were reconstructed under the Return Fund  
Financed Project / \_\_\_\_\_/ \_\_\_\_\_ in \_\_\_\_\_**

We have the pleasure to invite you, or your authorized representative, to attend the handover of the \_\_\_\_\_(\_\_\_\_\_) housing units that were reconstructed under the Return Fund Financed Project, in Municipality of \_\_\_\_\_

The handover will take place on \_\_\_\_\_ at \_\_\_\_\_ hours.

The Technical Reception Commission, the contractor and the observers will gather in front of the \_\_\_\_\_ municipality building, from where they will go together to visit the reconstructed houses.

We look forward to seeing you.

Mayor

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## **MINUTES on Handover of the Works**

Dated \_\_\_\_\_/\_\_\_ in Municipality of \_\_\_\_\_,  
at the occasion of handover of the works completed on \_\_\_\_\_  
housing units reconstructed/rehabilitated within the Return Fund Financed  
Project No. \_\_\_\_\_

The Commission for Works Handover met on \_\_\_/\_\_\_/\_\_\_ at \_\_\_\_\_  
hours, in \_\_\_\_\_ in the following  
composition:

1. \_\_\_\_\_, Representative of the Municipality
2. \_\_\_\_\_, Representative of the MHRR
3. \_\_\_\_\_, Representative of the FMDPR
4. \_\_\_\_\_, Representative of the RS MRDP
5. \_\_\_\_\_, Representative of the Brčko District Government

Following representatives have participated in the work of the Commission:

1. \_\_\_\_\_, Representative of Supervisor on behalf of the Municipality
2. \_\_\_\_\_, Representative of the MHRR
3. \_\_\_\_\_, Representative of the Contractor
4. \_\_\_\_\_, Beneficiary

Following a review of the contract, project and attest documentation, the  
inspection of the works performed on the property of the  
beneficiary \_\_\_\_\_, has been conducted, and the following  
is recorded:

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On the basis of the recorded notes, the Commission and other present  
representatives agree that the works have been completed in accordance  
to the Contract provisions and technical requirements, and suggest that  
the final calculation should be made following the payment as contracted.

**Receipt Confirmation  
On Key Handover and Approval of Completed Works**

**In the presence of the Commission and other named representatives, the Contractor is officially handing over the reconstructed property of the owner/beneficiary \_\_\_\_\_, hereby confirming the receipt of keys and approving completed works.**

\_\_\_\_\_  
**(Owner/Beneficiary Signature)**

These Minutes shall be enclosed to the technical documentation archives.

**The Commission:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Present Representatives:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

\* Applicable only for the successful receipt of completed works.



**Template Invitation to Technical Reception with Minutes**

No:  
Place and Date:

**For Civil/Architect Works (President of the Commission)**

\_\_\_\_\_

**For Electric Works**

\_\_\_\_\_

**For Plumbing Works**

\_\_\_\_\_

**For the Supervisor/Engineer**

\_\_\_\_\_

**For the Return Fund**

\_\_\_\_\_

**For the Contractor**

\_\_\_\_\_

**For the MHRR Monitor**

\_\_\_\_\_

**Subject: Invitation to Technical Reception of the \_\_\_\_\_  
Housing Units that were reconstructed under the Return  
Fund Financed Project / \_\_\_\_\_/ \_\_\_\_\_ in \_\_\_\_\_**

We have the pleasure to invite you, or your authorized representative, to attend the technical reception of the \_\_\_\_\_ (\_\_\_\_\_) housing units that were reconstructed under the Return Fund Financed Project, in Municipality of \_\_\_\_\_

The technical reception will take place on \_\_\_\_\_ at \_\_\_\_\_ hours.

The Technical Reception Commission, the contractor and the observers will gather in front of the \_\_\_\_\_ municipality building, from where they will go together to visit the reconstructed houses.

We look forward to seeing you.

Mayor

\_\_\_\_\_

**MINUTES  
on Technical Reception of Works**

Dated \_\_\_\_\_/\_\_\_ in Municipality of \_\_\_\_\_,  
at the occasion of technical reception of \_\_\_\_\_ housing units  
reconstructed/rehabilitated within the Return Fund Financed Project  
No. \_\_\_\_\_

The Commission for Technical Reception met on \_\_\_/\_\_\_/\_\_\_ at \_\_\_\_\_  
hours, in \_\_\_\_\_ in the following composition:

**For Civil/Architect Works,  
President of the Commission**

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**For Electric Works,  
Member of the Commission**

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**For Plumbing Works,  
Member of the Commission**

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Following representatives have participated in the work of the Commission:

**Representative of  
the Supervisor/Engineer**

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**Representative of  
the Return Fund**

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**Representative of  
the Contractor**

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**MHRR Monitor**

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Following a review of the contract, project and attest documentation, the  
inspection of the works performed on the property of the  
beneficiary \_\_\_\_\_, Personal ID No. \_\_\_\_\_  
has been conducted, and the following is recorded:

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On the basis of the recorded notes, the Commission and other present representatives agree that the works have been completed in accordance to the Contract provisions and technical requirements, and suggest that the final calculation should be made following the payment as contracted.

These signed Minutes shall be enclosed to the technical documentation archives.

**COMMISSION:**  
**For Civil/Architect Works**  
(President of the Commission)

**OTHER PRESENT PARTICIPANTS:**  
**Rep. of the Supervisor**

**For Electric Works**  
(Member of the Commission)

**Rep. of the Return Fund**

**For Plumbing Works**  
(Member of the Commission)

**Rep. of the Contractor**

**MHRR Monitor**

\* Applicable only for the successful receipt of completed works.

**Template Invitation to Final Calculation of Works**

No:  
Place and date:

For the Representative of the:

**Municipality:**  
**Return Fund:**  
**Supervisor:**  
**Contractor:**  
**MHRR Monitor:**

**Subject: Invitation to the Session for Final Calculation of the works performed on \_\_\_\_\_ Housing Units that were reconstructed under the Return Fund Financed Project No. \_\_\_\_\_ / \_\_\_\_ dated \_\_\_\_\_ / \_\_\_\_ in \_\_\_\_\_**

We have the pleasure to invite you, or your authorized representative, to attend the session for the final calculation of works performed on \_\_\_\_\_(\_\_\_\_\_) housing units that were reconstructed under the Return Fund Financed Project, in Municipality of \_\_\_\_\_ that will take place on \_\_\_\_\_ at \_\_\_\_\_ hours.

The Commission for Final Calculation and the observers will meet in the \_\_\_\_\_ municipality building, room \_\_\_\_\_ .

We look forward to seeing you.

Mayor

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**Template Minutes on the Final Calculation of Works**

**MINUTES  
on Final Calculation of Works**

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_ in Municipality of \_\_\_\_\_,  
following the successful technical reception, handover of objects and the  
confirmation of completion of works on \_\_\_\_\_ housing units  
reconstructed/rehabilitated within the Return Fund Financed Project  
No. \_\_\_\_\_

The Commission for Final Calculation met on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_\_  
hours, in \_\_\_\_\_ in the following  
composition:

1. \_\_\_\_\_, Representative of the Municipality
2. \_\_\_\_\_, Representative of the Return Fund
3. \_\_\_\_\_, Representative of the Supervisor
4. \_\_\_\_\_, Representative of the Contractor
5. \_\_\_\_\_, MHRR Monitor

Following a review of the contract and all necessary documentation, the final  
calculation of the works completed on thee \_\_\_\_\_ housing units  
has been performed, and the following is recorded:

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On the basis of the recorded notes, the Commission and other present  
representatives agree that the value of the completed works is consistent  
to the contracted amount (the amount disbursed upon interim situations;  
the amount paid upon completed situation; the amount to be disbursed to  
Contractor or reimbursed by the Contractor following the final calculation;  
information on meeting agreed deadlines or in case the deadlines are not  
met – the elapsed time; penalty interest on arrears; penalties; disputes  
and problems) and are suggesting that the payment should be made as  
contracted.



These signed Minutes shall be enclosed to the technical documentation archives.

**Commission:**

1. \_\_\_\_\_, Representative of the Municipality
2. \_\_\_\_\_, Representative of the Return Fund
3. \_\_\_\_\_, Representative of the Supervisor
4. \_\_\_\_\_, Representative of the Contractor

**In the work of Commission participated:**

5. \_\_\_\_\_, Monitor of the Ministry for Human Rights and Refugees



**Memorandum of Understanding  
on Reconnection of Returnee Housing Units to the  
Electricity Networks in Bosnia and Herzegovina**



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**MEMORANDUM OF UNDERSTANDING ON RECONNECTION OF RETURNEE  
HOUSING UNITS TO THE ELECTRICITY NETWORKS IN BOSNIA AND  
HERZEGOVINA**

**The Parties:**

**Ministry for Human Rights and Refugees**  
**Republika Srpska Ministry of Economy, Energy and Development**  
**Federation BiH Ministry of Energy, Mining and Industry**  
**JP Elektroprivreda BiH**  
**Elektrodistribucija HZHB**  
**Elektroprivreda RS**

**witnessed by,**

**Office of the High Representative for Bosnia and Herzegovina**  
**Organization for Security and Cooperation in Europe**  
**United Nations High Commissioner for Refugees**

The Parties to this agreement recognize their obligation under Annex VII of the General Framework Agreement for Peace in Bosnia and Herzegovina in general and article II in particular and agree on the following:

**Article 1 Purpose**

This memorandum of understanding is agreed upon by the Parties in order to ensure equal and non-discriminatory access to the electricity networks for returnees in the territory of Bosnia and Herzegovina.

**Article 2 Network reconstruction in returnee areas**

1. The Parties acknowledge that it is the prime responsibility of the electricity distribution companies, who have the ownership of the electricity networks in their area of responsibility, to reconstruct electricity networks.
2. The Parties further acknowledge that the present state of the electricity networks and the financial situation that the electricity companies are in, puts severe restraints on the ability of the companies to fulfil the demand. The electricity companies will actively liaise with Municipalities, the Regional Centres of the Ministry of Human Rights and Refugees, donors and other relevant institutions in order to find the means and speed up the process of networks' reconstruction in returnee areas.

3. The electricity companies will prioritize returnee housing units and return sites in using donated goods, materials and money and will, for these purposes, use their own earmarked funds.

### **Article 3 Electricity meters**

1. The returnee will not have the obligation to provide or finance the provision of electricity meters.
2. The electricity companies will provide a single phase, single tariff electricity meter in cases when individual returnees return back to housing units where only electricity meters are missing.
3. If the electricity meters are provided by donors, the electricity companies will accept any brand or type of meter, certified by the Institute of Standards and Metrology of BiH. Such electricity meters got to be new and unused.

### **Article 4 Technical requirements**

Reconnection will be allowed to an existing installation, without previous testing and based on a written statement from the user that the installation is in a proper condition.

### **Article 5 Applicable fees**

1. There will be no single flat rate charge for power capacity up to the value calculated for the size and characteristics of the pre-war object.
2. No fee (tax) will be charged for renewed registration of reconnection of a pre-war object.

### **Article 6 Other costs**

There will be no charge for the labour costs for a reconnection or part of a reconnection up to 50 meters, provided that the type of connection has not changed from the pre-war connection.

### **Article 7 Implementation**

Electricity companies will notify their offices of this Memorandum of Understanding without delay and make this information available to the general public.

This Memorandum of Understanding enters into force on the date of its signing.

## **Parties**

Ministry for Human Rights and Refugees  
signed by Mr. **Mirsad KEBO**, Minister

Republika Srpska Ministry of Economy, Energy and Development  
signed by Mr. **Milan BOGIČEVIĆ**, Minister

Federation BiH Ministry of Energy, Mining and Industry  
signed by Mr. **Izet ŽIGIĆ**, Minister

JP Elektroprivreda BiH  
signed by Mr. **Enver KRESO**, General Director

Elektrodistribucija HZHB  
signed by Mr. **Vlado MARIĆ**, General Director

Elektroprivreda RS  
signed by Mr. **Pantelija DAKIĆ**, General Director

witnessed by,

Office of the High Representative for Bosnia and Herzegovina (OHR)  
signed by H.E. **Werner WNENDT**, Senior Deputy of the High Representative

Organization for Security and Cooperation in Europe (OSCE)  
signed by H.E. **Victor TKACHENKO**, Deputy Head of Mission

United Nations High Commissioner for Refugees (UNHCR)  
signed by H.E. **Udo JANZ**, Representative

Protocol No.: **01-260/2004**  
Date: **26 January 2004**

**Template Agreement of a Municipality and  
Elektroprivreda**

At \_\_\_/\_\_\_/\_\_\_\_\_ In \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_  
with its seat in street \_\_\_\_\_  
represented by \_\_\_\_\_, Mayor, on one side  
and  
JP ELEKTROPRIVREDA-" \_\_\_\_\_ "  
with its seat in street \_\_\_\_\_  
represented by \_\_\_\_\_, Director, on the other side

have concluded:

### **AGREEMENT**

**No. \_\_\_\_\_**

**on accepting the donation through the procurement, transport and delivery of the materials and equipment for the renewal of house connections and parts of the low voltage networks necessary for the connection of \_\_\_\_\_ houses renewed in the municipality \_\_\_\_\_ within projects financed through the Return Fund**

#### **Article 1**

The parties signatories have agreed to participate together, within support to the return in the area of the municipality \_\_\_\_\_, in the reconstruction of house connections and parts of the low voltage networks, necessary for the connection of \_\_\_\_\_ houses reconstructed within the projects financed through the Return Fund.

#### **Article 2**

The subject of this agreement is the delivery of the materials, civil engineering and electric installation works on the reconstruction of house connections and parts of the low voltage networks destroyed in war and re-connection of the pre-war users to the electricity supply network.

#### **Article 3**

Municipality \_\_\_\_\_, Ministry for Human Rights and Refugees and Return Fund, on one side, have signed the contract on the performance of works on the housing units reconstruction in the area of the municipality \_\_\_\_\_ with the authorized contractors which are obliged, within the housing units reconstruction, to carry out the inside installation, build in the connection measurement box with the electric meter, fill in the connection form and issue the installation attest.

#### **Article 4**

JP Elektroprivreda " \_\_\_\_\_ " will deliver to the municipality, at the written request, the list of the reliable suppliers which have passed the prequalification process and are included on their list of the "homologised" suppliers.



Municipality\_\_\_\_\_, will organize the limited tender (per invitation) and collection and evaluation of the bids for the selection of the most successful supplier.

JP Elektroprivreda "\_\_\_\_\_" will appoint one authorized representative, who will participate, with the municipality representatives, in the work of the committee for the selection of the best supplier, in order to ensure that the offered materials suit, in terms of quality, the specifications stated in the tender.

#### **Article 5**

Municipality\_\_\_\_\_ is obliged to procure and deliver in the seat of Electric company office\_\_\_\_\_ (the place determined by JP Elektroprivreda" \_\_\_\_\_"), all the material needed for the reconstruction of house connections and network parts following the specifications obtained from JP Elektroprivreda "\_\_\_\_\_". The material specification is the integral part of this agreement.

The representatives of JP Elektroprivreda "\_\_\_\_\_" will take over from the municipality "\_\_\_\_\_" the procured material with the quality and quantity check and verify the delivery note for the equipment supplier.

#### **Article 6**

JP Elektroprivreda "\_\_\_\_\_" is obliged to perform, with the donated material, all the needed construction and electric installation works and re-connect to the electric network the pre-war users from the attached list. The users list is the integral part of this agreement.

In case of new users, i.e. the users with no pre-war connection, JP Elektroprivreda "\_\_\_\_\_" will carry out the connection in accordance with the General Conditions for Electric Energy Supply and the Decision on charges for the engaged power and connection to the electricity system.

#### **Article 7**

JP Elektroprivreda "\_\_\_\_\_" is obliged to start the works from this agreement 7 days after the receipt of material as latest, and the finish them and prepare the networks for connecting the renewed houses within 30 days from the beginning of works.

#### **Article 8**

The connecting of the renewed houses will be performed following the dynamic of the completion of works on reconstruction of houses and the submission of requests, i.e. registration of consumption (connection), once weekly for the returnees (consumers) who submitted the request for the renewal of connection in the previous week.

**Article 9**

After the completion of the electric energy facilities and connections from the Agreement and the performed technical check, the facilities will be recorded in fixed assets of JP Elektroprivreda "\_\_\_\_\_".

**Article 10**

Municipality\_\_\_\_\_is responsible to provide all the necessary licenses and approvals, in compliance with the applicable regulations of BiH for the relevant area.

Municipality \_\_\_\_\_ in the written form guarantees the undisturbed access to the locations where the reconstruction will be carried out, and also the non-existence of mines and explosives.

**Article 11**

The obligation of\_\_\_\_\_municipality is to appoint the technical person who will be in charge of the primary supervision, control and coordination of the activities which are the subject of this agreement.

**Article 12**

The parties to the agreement will try to solve every dispute by agreement, otherwise, the Sarajevo court will have jurisdiction.

**Article 13**

The parties to the agreement declare that they have read and understood this agreement, and that they agree with the agreement contents, so in the sign of their consent, they sign the agreement in the marked place.

FOR THE MUNICIPALITY

\_\_\_\_\_

\_\_\_\_\_

Mayor

FOR JP ELEKTROPRIVREDA

"\_\_\_\_\_"

\_\_\_\_\_

Director

**CHAPTER IV**

***Procedure of the Return Fund for Financial  
Implementation of the Approved Projects***

**INTRODUCTION**

Article 8 of the Law Amending the Law on Refugees from BiH and Displaced Persons in BiH ("Official Bulletin of BiH", Number 33/03) provides for establishment of the Return Fund for Bosnia and Herzegovina, as an independent administrative organization to provide support in return and reintegration of the refugees from BiH and the displaced persons within BiH. Pursuant to the provisions of the aforementioned Law, the Return Fund is in charge of financial implementation of reconstruction projects, approved in the decision of the Commission for Refugees and Displaced Persons.

Article 24c of the aforementioned Law provides that the Fund should be financed from the primary and secondary sources of funding.

The primary sources of funding for the Return Fund include the budget funds of the state, Federation of BiH, Republika Srpska, and the Brcko District, as allocated for return and reconstruction.

The secondary sources of funding for the Return Fund may include the budgets of the cantons that may have the need for reconstruction, international funding, grants, voluntary contributions, as well as other sources available.

The Return Fund has a separate sub-account to collect the funds intended for implementation of return and reconstruction projects, used to make payments for the following:

1. DESIGN AND DELIVERY OF PROJECT IMPLEMENTATION DOCUMENTATION
2. REHABILITATION OF HOUSING UNITS USING THE TURNKEY SYSTEM
3. CONSTRUCTION SUPERVISION SERVICES (Supervisory Body)
4. SUPPLIES OF CONSTRUCTION MATERIALS
5. SUSTAINABILITY OF RETURN
6. OTHER PAYMENTS AS PER THE COMMISSION'S DECISION

The aforementioned funds may only be used for the projects approved in the decision of the Commission. The costs for design and delivery of project documentation, construction supervision, lower costs of technical infrastructure recovery (water, electricity, access road) and the reserve funds may not exceed 8% of the project value.

The Commission for Refugees and Displaced Persons may pass a decision to increase the aforementioned amount upon the proposal by the Director of the Fund.

The Fund may associate the sub account funds with other institutions, organizations and donors, in the amounts as approved in the decisions of the Commission. An Agreement for Association of Funds shall be closed to that effect that will more closely regulate the rights and obligations of the signatories of the agreement.

**Model Agreement on Association of Funds**

Pursuant to Article 24c of the Law Amending the Law on Refugees from BiH and Displaced Persons in BiH („Official Bulletin of BiH“, Number 33/03), Article 6 of the Book of Rules on Managing the Resources of the Return Fund of BiH, in compliance with the decision of the Commission for Refugees and Displaced Persons, from the \_\_\_\_\_ session, held \_\_\_\_\_, the contracting parties: Federal Ministry of Displaced Persons and Refugees (hereinafter referred to as: FMDPR), Ministry for Refugees and Displaced Persons of Republika Srpska (hereinafter referred to as: MRDPRS), the Brcko District of Bosnia and Herzegovina (hereinafter referred to as: the Brcko District), and the Return Fund of Bosnia and Herzegovina (hereinafter referred to as: Return Fund), with participation by the Ministry for Human Rights and Refugees of Bosnia and Herzegovina (hereinafter referred to as: MHRR), have reached the following:

**AGREEMENT**  
**ON ASSOCIATION AND MANNER OF EXECUTION OF RESOURCES FOR**  
**RECONSTRUCTION OF HOUSING UNITS FOR THE RETURNEES IN THE**  
**YEAR OF \_\_\_\_\_**

Article 1

The contracting parties hereby agree to associate portions of the budget appropriations of the FMDPR, MRDPRS, Brcko District, and the Return Fund, in the function of implementation of joint reconstruction projects as approved by the Commission for Refugees and Displaced Persons.

Article 2

The funding for the joint projects shall be provided by the institutions in charge as follows:

- FMDPR shall allocate the amount of \_\_\_\_\_;
- MRDRPS shall allocate the amount of \_\_\_\_\_;
- Brcko District shall allocate the amount of \_\_\_\_\_;
- The Return Fund shall allocate the amount of \_\_\_\_\_;

Which makes up a total of \_\_\_\_\_KM.

The FMDPR, MRDPRS, and the Brcko District shall pay the funds onto the sub account of the Return Fund, in the amounts not less than 1/12 of the total funds associated, and no later than by the 15th of the current month, for the liabilities incurred in the previous month.

This Agreement shall leave an open option for the contractual parties to participate with additional budget funds for the year of \_\_\_\_\_, if so needed or appropriate, and in such case a separate Annex shall be made to this Agreement.

Article 3

The funds shall be made available for use in joint projects approved by the state Commission, including the joint project in 30 municipalities, the SUTRA II

project, and the projects implemented through loans from the Council of Europe Development Bank and the OPEC Development Fund loans.

In case when the implementing partner is some of the implementing agencies or organizations from outside the bodies of authority in BiH, the contractual parties may agree that the funds from the Return Fund account be transferred onto the account of that agency or organization.

The expenditure of this portion of budget funds shall be decided upon by the Commission for Refugees and Displaced Persons.

#### Article 4

Implementation of joint projects shall be conducted based on the criteria for selection of joint projects and the Procedures for Implementation of Joint Projects as adopted by the Commission for Refugees and Displaced Persons.

#### Article 5

In addition to the personnel support for implementation of joint reconstruction and return projects for the year of \_\_\_\_\_, the contractual parties shall also make available for use the material and technical capacities required for project implementation.

#### Article 6

For the sake of efficiency and better performance in joint reconstruction and return projects, the contractual parties shall offer the prepared and coordinated projects to the interested local and international donors, along with proposals for association of funds required for implementation of individual projects.

#### Article 7

Implementation of joint projects pursuant to the provisions of this Agreement shall be done based on the internal regulations of the Return Fund, and using other forms of joint work and cooperation.

#### Article 8

This Agreement shall come into effect as of the date of its signature.

Federal Ministry of Displaced Persons  
and Refugees

Ministry for Refugees and Displaced  
Persons of Republika Srpska

Government of the Brcko District  
of Bosnia and Herzegovina

Return Fund  
of Bosnia and Herzegovina

Acknowledged by:

Ministry for Human Rights and  
Refugees of Bosnia and Herzegovina

Commission for Refugees and  
Displaced persons of Bosnia and  
Herzegovina





**Book of Rules on Management of the Return Fund  
Resources**

Pursuant to Articles 24a and 24d of the Law on Refugees from BiH and Displaced Persons within BiH ("Official Bulletin of BiH", no: 23/99, 21/03, 33/03), upon the proposal of the director of the Return Fund, in consultations with the Commission for Refugees and Displaced Persons of BiH, the Council of Ministers of Bosnia and Herzegovina hereby adopts the following

## **BOOK OF RULES**

### **ON MANAGEMENT OF THE RETURN FUND RESOURCES**

#### **I – GENERAL PROVISIONS**

##### **Article 1**

Book of Rules on Management of the Return Fund Resources (hereinafter referred to as: Book of Rules) defines the provisions on the sources of funding for the Return Fund (hereinafter referred to as: the Fund), on managing the Fund's resources, activities in financial implementation of the return and reconstruction projects, and on the expenditures reporting method on the projects approved.

Special requirements for transparent and accountable management of the Fund's resources shall be secured through application of the established criteria, standards and procedures in selection of reconstruction and return assistance project beneficiaries.

#### **II – FUND'S RESOURCES**

##### **Article 2**

The Return Fund shall be funded from primary and secondary funding sources.

##### **Article 3**

The primary sources of funding for the Return Fund include the budget funds of the state, Federation of BiH and Republika Srpska in equal amounts, and the Brcko District, as allocated for return and reconstruction through the Return Fund.

##### **Article 4**

The secondary sources of funding for the Return Fund may include the budgets of the cantons that may have the need for reconstruction, international funding, grants and voluntary contributions, loan funds, as well as other sources available.

## **Article 5**

The resources referred to in Articles 3 and 4 of the Book of Rules, that are available to the Fund or that are allocated through the Fund, shall be exclusively used for implementation of the return and reconstruction projects as approved by the Commission for Refugees and Displaced Persons of BiH (hereinafter referred to as: the Commission).

## **Article 6**

The Fund is a budget beneficiary and it has a special sub account used for collection of funds referred to in Articles 3 and 4, of the Book of Rules, to be exclusively used for implementation of the return and reconstruction projects.

The funds on the sub account of the Fund shall be collected pursuant to the Agreement on Association and Method of Execution of the Resources for Reconstruction of Housing Units for Returnees, in compliance with the regulations of BiH, the Entities, and the Brcko District of Bosnia and Herzegovina.

## **III – MANAGEMENT OF THE FUND’S RESOURCES**

### **Article 7**

The Director of the Fund shall be in charge of financial implementation of the return and reconstruction projects as approved in the decision of the Commission.

### **Article 8**

The Commission shall approve reconstruction and return projects to be implemented through the Fund and shall issue authorizations for financial execution of the approved reconstruction and return projects through the Fund.

### **Article 9**

Once the Commission renders a decision selecting a municipality or municipalities as the assistance implementation locations, the Ministry for Human Rights and Refugees, the selected municipality and the Fund shall sign the Memorandum of Understanding generally regulating the roles and relations in the assistance implementation process among the signatories of the Memorandum.

### **Article 10**

The Assistance Implementation Agreement closed by the Municipality as the implementing agency, Ministry for Human Rights and Refugees as monitor of the assistance implementation process, the contractor and the Fund through which the financial execution of assistance is conducted, defines all the relevant elements of the process, in particular the technical legal, and financial ones, as well as implementation schedule, monitoring and reporting.

### **Article 11**

Pursuant to the Agreement referred to in Article 10 of the Book of Rules, the financial execution of assistance shall be conducted from the Fund's resources.

### **Article 12**

Payments for the completed works shall be made from the sub account of the Fund onto the contractor accounts upon submitted interim, periodic and final invoices, and upon the reports by the Ministry for Human Rights and Refugees as the monitor of the implementation process.

Interim invoices shall be submitted at the end of each month, periodic ones at the end of the year, and the final invoices shall be submitted after the technical certification of the works completed on a facility.

The invoices must be submitted based on the Construction Diary of Completed Works, the contracted assessment of works and the unit prices, to be certified by the contractor and the supervisory body.

### **Article 13**

The Fund may request from the signatories of the Agreement referred to in Article 10 to supply the other accompanying documentation too, in order to ensure accountable and transparent management of the Fund's resources.

## **IV - REPORTING**

### **Article 14**

On a quarterly, annual and on as needed basis, the director of the Fund shall report to the Commission on the Fund's resources expenditures related to approved projects.

## **V – FINAL AND TRANSITIONAL PROVISIONS**

### **Article 15**

This Book of Rules shall be deemed passed once it is adopted in the decision of the Council of Ministers of Bosnia and Herzegovina.

Number: 01-19/04

Sarajevo, October 4, 2004

**D i r e c t o r**  
Mladen Božović

**Explanation on Adoption and Management of the Return  
Fund Resources by the Council of Ministers of BiH**

At its 66<sup>th</sup> Session held on October 7, 2004, the Council of Ministers rendered Decision no.: 240/2004, ratifying the Book of Rules on Management of the Return Fund Resources.

## **E X P L A N A T I O N**

The legal authority for passing of the Book of Rules on Management of the Return Fund Resources is contained in Articles 24a and 24d of the Law on Refugees from BiH and Displaced Persons in BiH ("Official Bulletin of BiH", no: 23/99, 21/03, 33/03).

The general provisions of the Book of Rules on Management of the Fund Resources define the contents of the Book of Rules.

The provisions of the Book of Rules on the Fund's Sources of Funding and Method of Collecting Resources are in compliance with Article 24c of the Law on Refugees from BiH and Displaced Persons in BiH.

Articles 7 through 13 of the Book of Rules specify the procedure of execution of the financial resources of the Fund, in compliance with the Instruction for Implementation of Assistance for the Purpose of Return, as well as the Method of Management of the Fund's Resources.

The provisions of the Book of Rules on reporting expenditures of the Fund's resources upon approved projects are in compliance with the provision of Article 23 of the Law on Refugees from BiH and Displaced Persons in BiH.

**Financial Execution by Contracts**

#### **IV.5.1. Preliminary Submission of Contracts to the Attorney General Office of BiH**

Pursuant to Article 13, paragraph 14, of the Law on Attorney General Office of Bosnia and Herzegovina ("Official Bulletin of BiH", Numbers 8/02 and 10/02 and 44/04), all contracts the value of which exceeds the amount of 10,000 KM shall on a mandatory basis be submitted for the opinion of the Attorney General Office of BiH in the form of a proposal, and for provision of approval for their signing. The form for the proposed contract is provided for submission in the attachment.

#### **IV.5.2. Contract on Design of Project Implementation Documentation**

Initial financial transactions during the course of the approved project shall be executed by the Fund for payment of the service of designing and delivery of project implementation documentation, based on the contracts made to this effect, signed by the Ministry for Human Rights and Refugees, the Return Fund and the Municipality as the employer and by the Designing Contractor on the other contractual side. The proposed contract for design and delivery of project implementation documentation shall be made in compliance with the Law on Obligations and the General and Special Contracting Terms, and it shall be submitted to the Attorney General Office of BiH for approval, if the value of the contract exceeds the amount of 10,000 KM, in compliance with Article 13, paragraph 14, of the Law on Attorney General Office of Bosnia and Herzegovina ("Official Bulletin of BiH" Numbers 8/02 and 10/02 and 44/04).

The payments on this Contract shall be made by the Return Fund in compliance with the provisions of the Book of Rules on Management of the Fund's Resources, provisions of the Contract, and the Report by the Ministry of Human Rights and Refugees as the monitor of the overall process.

The price for services of designing of the project implementation documentation must be expressed as a sum of individual prices of designing of project implementation documentation, individually for each housing unit that is subject to rehabilitation. The price for design and delivery of project implementation documentation shall be paid by the Fund to the Designer after the completed service (completed meaning including a positive audit review, if the project documentation is subject to auditing, in compliance with the Law), within the framework as agreed in the Contract. The Municipality shall submit the Designer invoice to the Fund within 3 days from its receipt, accompanied with a copy of certified complete project documentation and the record on its transfer, signed by the Designer and the Municipality. The drafting of the transfer record understands that the Municipality has previously inspected and certified it. The amount to be paid as per this Contract may be disputed based on the Report by the Ministry for Human Rights and Refugees, to be supplied before the expiration of the invoice payment time frame. In that case, the Fund shall make the payment after settlement of dispute about the problem that has caused it.



### **IV.5.3. Contract for Rehabilitation of Housing Units Based on the Turnkey System**

The Proposed Contract for Rehabilitation of Housing Units Based on the Turnkey System, in compliance with the already mentioned procedure, shall be sent to the Attorney General Office of BiH for opinion, of course, if the value of the contract exceeds the amount of 10,000 KM. After the approval given by the Attorney General, a Contract shall be closed for rehabilitation of housing units based on the turnkey system, between the Ministry for Human Rights and Refugees, the Return Fund and the Municipality, as the employer, on the one side, and the selected Contractor from the other side. This Contract too shall be drafted in compliance with the Law on Obligations and General Contracting Terms.

In the forthcoming stages, payments for the completed works shall be made by the Fund directly onto the account of the Contractor, upon monthly invoices, either interim or final, submitted. An advance payment may be contracted with the Contractor in the amount of \_\_\_\_%, with deposited bank guarantee in the full amount of advance payment, to be specified in the Contract.

Interim invoices shall be submitted by the 5th in the current month for the works completed in the previous month, and the final situation shall be submitted after the works are completed. The value of payment of each interim invoice must be signed off and certified by the construction supervisor and project manager at the municipality level, however, the overall value of all the invoices may not exceed the total contracted value for the rehabilitation works. The MHRR shall make reports on each interim invoice.

The payment amount on each interim invoice may be disputed in the Report of the Ministry, and in that case, the Fund shall make the undisputed portion of the payment, and the disputable portion shall be paid after the settlement of the problem that resulted in the dispute. The financial value of each invoice constitutes a sum of the financial value of the actually completed works for each facility separately. The Fund shall pay the amount of up to \_\_\_\_% of the total contracted price for the rehabilitation works within \_\_\_\_days, upon the successful technical certification and transfer, and the final invoicing of the works for each rehabilitated housing unit.

Once the works are completed, technical certification shall be made in compliance with the law. The technical certification of the works shall be organized by the Municipality.

The transfer of works and the final settlement are conducted in a record made by the Commission for Takeover and Final Settlement. The takeover record states all the relevant data related to execution of the contract, and the final settlement determines mutual financial rights and obligations of the contract signatories.

As of the date of signing of the record on transfer and final settlement, and issuance of the certificate on successful technical takeover, unless it is disputed by any of the contractual parties, the signatories shall agree that the procedure of takeover of works and final settlement has been completed. If the record on

takeover and final settlement is disputed by any of the contract signatories, the dispute shall be resolved amicably, otherwise the Court in Sarajevo shall be competent to rule.

#### **IV.5.4. Contract for Permanent Construction Supervision**

Parallel with closing of the contracts for rehabilitation of housing units, the Return Fund, the Ministry for Human Rights and Refugees, and the Municipality on the one side, and the appointed Supervisory Body on the other side, shall conclude a Contract for Construction Supervisory Services, so the Fund shall make the payment on this contract in compliance with the provisions of the Contract.

#### **IV.5.5. Contract for Delivery of Construction and Installation Materials**

If the case involves assistance in the form of delivery of construction or installation materials, as per the already mentioned procedure, the Contract shall be closed by the Ministry for Human Rights and Refugees, the Return Fund, and the Municipality on the one side, and the Deliverer, on the other side.

The total value of the materials delivered must be expressed as a sum of values of procurement and delivery of materials for each housing unit individually, including the sales tax. The total value of the services offered shall include the procurement of materials, loading, transportation and unloading at the site of the facility.

The payments on this Contract shall also be made by the fund successively, upon submitted invoices of the Deliverer and the Report by the Ministry of Human Rights and Refugees on whether the materials previously delivered have been installed.

Each Deliverer invoice shall constitute the value of delivered materials for a minimum of 5 housing units, unless it is a sole or the last invoice. An integral part of the invoice is the Specification List of Materials with their financial values, for each housing unit separately, signed and certified by the assistance beneficiary and the authorized representative of the Municipality – project manager at the Municipal level. Along with the first or sole invoice, the Deliverer shall be obligated to submit the documentation proving the quality of the materials contracted and delivered. The payment invoice may be disputed based on the Report by the Ministry for Human Rights and Refugees, so in this case the invoice shall be paid after settlement is reached on the problem that has resulted in the dispute.

#### **IV.5.6. Project Reporting and Control**

On a quarterly, annual and on as needed basis, the director of the Fund shall report to the Commission on the Fund's resources expenditures related to approved projects. The Director of the Fund shall submit the final report on

financial execution of the approved project to the Commission for Refugees and Displaced Persons.

The financial control in the course of the project shall be performed by the Ministry of Finance and Treasury, and the control of the overall project shall be performed by the State Audit Office.

If it deems necessary, the Return Fund shall perform internal control of the financial resources executed under the project.



**Request Form for Submission of Contracts to the General  
Attorney Office of BiH**

**BOSNIA AND HERZEGOVINA**



**RETURN FUND**

Number: \_\_\_\_\_  
Sarajevo, date: \_\_\_\_\_

**BOSNIA AND HERZEGOVINA  
ATTORNEY GENERAL OFFICE OF BIH  
S A R A J E V O**

**SUBJECT: Request for Opinion on the Proposed Contract**

Attached please find the Proposed Contract \_\_\_\_\_ among the Return Fund, Ministry for Human Rights and Refugees of BiH, the \_\_\_\_\_ Municipality, and the \_\_\_\_\_ as the Designer.

Because the value of the proposed contract exceeds 10,000 KM, please give your opinion on this contract, pursuant to Article 13, point 15, of the Law on Attorney Office („Official Bulletin“, Numbers: 8/02,10/02 and 44/04).

DIRECTOR

Mladen Božović

Attachment: Proposed Contract

**Contract Template for Design of the Project  
Implementation Documentation**

**CONTRACT NUMBER \_\_\_\_\_**  
**For designing of Project Implementation Documentation**  
**For Rehabilitation of Housing Units for Returnees in the**  
**\_\_\_\_\_ Municipality**

This Contract has been closed on \_\_\_\_\_ (date) , in \_\_\_\_\_ (place),  
between:

- 1. The Ministry for Human Rights and Refugees of BiH**, seated in Sarajevo, at 1, Trg BiH, represented by Minister Mirsad Kebo, as the contractual party in charge of monitoring of the overall returnee housing unit rehabilitation process (hereinafter referred to as: the Ministry),
- 2. The Return Fund of BiH**, seated in Sarajevo, at 12, Trampina St., represented by Director Mladen Božović, as the contractual party in charge of financial execution of the Contract (hereinafter referred to as: the Fund),
- 3. The \_\_\_\_\_ Municipality**, seated at \_\_\_\_\_ St., represented by Mayor \_\_\_\_\_, as the contractual party with a leading role in the overall process (hereinafter referred to as: the Municipality).

**As the Employer, on the one side,**

**and**

- 4. \_\_\_\_\_**, seated in \_\_\_\_\_,  
Represented by Director \_\_\_\_\_, as the authorized designer (hereinafter referred to as: the Designer),

**As the designer, on the other side.**

**I. CONTRACT DOCUMENTATION**

Article 1

- 1.1.** This Contract is subject to application of the provisions of the General Construction Work Terms provided in Attachment 1. The provisions of this Attachment shall be applied in interpretation of this Contract, and the contents of this Contract or any other attachments is derogative of them, unless clearly stated otherwise in the „Special Terms“ of this Contract.



**1.2.** The Designer and the Employers also agree that the provisions of the below listed documents shall be binding and which of them shall supersede the others in the case of a dispute shall be determined according to the following order:

- Contract on Design of Project Implementation Documentation
- General Construction Works Terms
- Bid by the Designer

**1.3.** The aforementioned documentation constitutes an integral part of the Contract between the Designer and the other signatories of the Contract, the provisions of which shall supersede any other negotiations or agreements, either oral or writing, pertaining to the subject of the Contract.

## **II. CONTRACT REFERENCE**

### Article 2

**2.1.** The Decision adopting the plan of allocation of the funds available by municipalities for the year of \_\_\_\_\_,

**2.2.** Memorandum of Understanding, and

**2.3.** Designer's Bid no. \_\_\_\_\_ dated \_\_\_\_\_, resulting from the selection of the most favourable bid in the conducted Contract Award Procedure, which make an integral part of this Contract.

## **III. SUBJECT OF CONTRACT**

### Article 3

**3.1.** The subject of this Contract is design and delivery of project implementation documentation for rehabilitation of \_\_\_\_\_ returnee housing units in the \_\_\_\_\_ Municipality.

**3.2.** The list of assistance beneficiaries with the addresses of the housing units to be rehabilitated makes an integral part of this Contract.

## **IV. TYPE AND SCOPE OF SERVICE**

### Article 4

**4.1.** The project implementation documentation of the Contract has been established in the laws and regulations in the area of design, in the standards and rules of the profession, and it has been specified in the integral parts of this Contract as follows:

- By the number of assistance beneficiaries/housing units of these beneficiaries,

- By the project assignment,
- By appropriate approvals and permits issued by the competent municipal body,
- By IMG standards for repair of housing units,
- By framework assessment of the damage to the housing units,

## **V. PRICE OF SERVICE AND METHOD OF PAYMENT**

### Article 5

- 5.1.** The price of service referred to in Article 3, paragraph 1, is a fixed one, and it amounts to \_\_\_\_\_ KM (in words): \_\_\_\_\_
- 5.2.** The total price referred to in the previous paragraph must be expressed as a sum of individual prices of designing of the project implementation documentation, individually for each housing unit that is the subject of rehabilitation.
- 5.3.** The price for designing and delivery of project documentation referred to in paragraph 5.1. shall be paid by the Fund within \_\_\_\_ calendar days, based on the Designer's invoice, after the provided service. The Municipality shall submit the Designer invoice to the Fund within 3 days from its receipt, accompanied with a copy of certified complete project documentation and the record on its transfer, making sure that the invoice submission date and the date of transfer are identical. The drafting of the transfer record understands that the Municipality has previously inspected and certified it. The amount to be paid as per this Contract may be disputed based on the Report by the Ministry for Human Rights and Refugees, to be supplied before the expiration of the invoice payment time frame. In that case, the Fund shall make the payment after settlement of dispute about the problem that has caused it.
- 5.4.** The amount to be paid referred to in paragraph 5.1 may be disputed based on the Report by the Ministry for Human Rights and Refugees, to be supplied before the expiration of the invoice payment time frame. In that case, the Fund shall make the payment after settlement of dispute about the problem that has caused it.
- 5.5.** The audit of the project documentation, if it is subject to this procedure, shall be conducted before drafting of the Record on Takeover. It is understood that the audit finding has to be a positive one.

## **VI. PERIODS**

### Article 6

- 6.1.** The time frame for completion of service under this contract shall be \_\_\_\_\_ calendar days, in compliance with the time frame referred to in the Bid, which is an integral part of this contract.
- 6.2.** The time frame for designing of project implementation documents shall begin to run as of the date of transfer of the base data and platforms referred to in Article 4 of the Contract. The Municipality and the Designer shall make a Record on the Transfer of Documentation, which constitutes an integral part of this contract, within no later than 3 days from the signing of this Contract.

## **VII. OBLIGATIONS OF THE FUND**

### Article 7

- 7.1.** The Fund shall pay the price referred to in Article 5 of this Contract, in the same manner as envisaged in that Article, for the completed services of designing and delivering of project implementation documentation.

## **VIII. OBLIGATIONS OF THE MUNICIPALITY**

### Article 8

- 8.1.** At its own cost, the Municipality shall draft tender documentation and for design of project implementation documentation, and in compliance with the Law on Public Procurements in BiH, it shall conduct the contract award procedure for design and delivery of project implementation documentation for rehabilitation of returnee housing units, including the selection of the most favourable bid.
- 8.2.** At its own cost, the Municipality shall secure all the necessary data, approvals and permits for designing of project implementation documentation, in compliance with the law, and:
- The list of assistance beneficiaries and the addresses of their housing units that are the subject of rehabilitation,
  - Project assignment,
  - Framework housing unit damage assessment
- 8.3.** Jointly with the Designer, the Municipality shall draft:
- Record on transfer of platforms referred to in Article 4.
  - Record on transfer of completed project documentation referred to in paragraph 5.3.
- 8.4.** The Municipality shall appoint a person, Project Manager at the municipal level, as the coordinator for all the activities under this

Contract, and shall inform the other signatories of the Contract to that effect in writing.

- 8.5.** The Municipality shall forward any observations pertaining to the submitted project documentation to the Designer within \_\_\_\_ days. The Record of transfer of the project documentation shall be made only once the designer proceeds as per the observations of the Municipality, if any.
- 8.6.** The Municipality shall also offer any other assistance in relation to implementation of this Contract, coordinate suggestions and inputs by all the signatories of the Contract, local partners, and shall ensure mechanisms for execution of the Contract.
- 8.7.** Any and all project documentation, reports, recommendations, opinions, or any other data drafted or received by the Designer during execution of the obligation under this contract shall be owned by the Employer, and it is only upon written approval from the Employer that the Designer may give or disclose them to third parties.

## **IX. OBLIGATIONS OF THE DESIGNER**

### Article 9

- 9.1.** The Designer shall provide the service referred to in Article 3 of the Contract, making sure that everything is in compliance with the provisions of this Contract, expert and good quality, in concordance with the applicable laws and regulations in the area of design, the rules and standards of the profession that are in effect as of the date of closing of the Contract.
- 9.2.** Within \_\_\_\_ days, at his own cost, the Designer shall proceed as per the observations of the Municipality and/or the auditor, if the project documentation is subject to audit obligation.
- 9.3.** The Designer shall submit all the designed documentation to the Municipality in its final form for execution, made in compliance with the applicable regulations, with practice and requirements of the auditor, as well as the requirements of the competent municipal body, for each housing unit referred to in Article 3 separately, in 6 identical copies. He shall make the record of transfer of such documentation as referred to in paragraph 4.3.
- 9.4.** The Designer shall be obligated to make a schedule of Contract execution, that is, of designing of the project documentation as referred to in paragraph 5.2.
- 9.5.** Jointly with the Municipality, the Designer shall be obligated to make a Record establishing the date of beginning of designing of the project implementation documentation as referred to in paragraph 5.2.

## **X. OBLIGATIONS OF THE MINISTRY**

### Article 10

- 10.1.** The Ministry shall monitor the process of contract award to the designer by the Municipality, in compliance with the Law on Public Procurements of BiH, including drafting of tender documentation, issuing of public notice, selection of the most favourable bid, and implementation of the Contract in accordance to the schedule.
- 10.2.** The Ministry shall submit the Monitoring Report on the process referred to in the previous paragraph to the Fund, particularly taking into account that the date of submission of the report has to precede payment of the invoice for the provided service.

## **XI. CANCELTION OF CONTRACT**

### Article 11

- 11.1.** Any of the contractual parties may unilaterally cancel the Contract even before the end date determined for its execution, if the circumstances of the transaction evidently show that one of the contractual parties shall not be able to execute its obligation, and in the case when any of the contractual parties declares failure to execute its own obligation.
- 11.2.** Any of the contractual parties may cancel the Contract in case any of the contractual parties fail to execute its own obligations even in a subsequent time frame that is acceptable for all the contractual parties.
- 11.3.** The Contract may not be cancelled due to failure to execute a minor portion of obligation. A minor portion of obligation shall include the one that does not impose any relevant obstacle to accomplishment of the goal of this Contract.
- 11.4.** The Contract cancellation notice shall be given in writing.
- 11.5.** The contractual party which has unilaterally and with good grounds cancelled the Contract shall have be entitled to receive compensation for damage in accordance with the general rules of the obligation law on compensation of damage.

## **XII. SETTLEMENT OF DISPUTES**

### Article 12

- 12.1.** The contractual parties agree that any disputes under this Contract shall be resolved amicably, otherwise they agree that the Court in Sarajevo shall be competent to rule.

### XIII. CLOSING OF THE CONTRACT

#### Article 13

- 13.1.** This Contract has been made in 4 identical copies, each contractual party to retain one copy.
- 13.2.** This Contract shall be deemed concluded once all the identical copies of the Contract are signed by the authorized persons.
- 13.3.** Any amendments to this Contract shall only be valid if made in writing and closed in the same manner as this Contract.

Ministry for Human Rights and Refugees  _____ Mirsad Kebo, Minister Number:	Return Fund  _____ Mladen Božović, Director Number:
Municipality _____  _____, Mayor Number:	Designer _____  _____, Director Number:

**Contract Template for Rehabilitation of Housing Units  
Based on the Turnkey System**

**CONTRACT NUMBER \_\_\_\_\_**  
**For Rehabilitation of Returnee Housing**  
**Units Based on the Turnkey System**  
**In the \_\_\_\_\_ Municipality**

This Contract has been closed on \_\_\_\_\_ (date) , in \_\_\_\_\_  
(place), between:

- 1. The Ministry for Human Rights and Refugees of BiH,** seated in Sarajevo, at 1, Trg BiH, represented by Minister Mirsad Kebo, as the contractual party in charge of monitoring of the overall returnee housing unit rehabilitation process (hereinafter referred to as: the Ministry),
- 2. The Return Fund of BiH,** seated in Sarajevo, at 12, Trampina St., represented by Director Mladen Božović, as the contractual party in charge of financial execution of the Contract (hereinafter referred to as: the Fund),
- 3. The \_\_\_\_\_ Municipality,** seated at \_\_\_\_\_ St., represented by Mayor \_\_\_\_\_, as the contractual party with a leading role in the overall process (hereinafter referred to as: the Municipality).

**As the Employer, on the one side,**

**and**

- 4. \_\_\_\_\_,** seated in \_\_\_\_\_, Represented by Director \_\_\_\_\_, as the contractor for works (hereinafter referred to as: the Contractor),

**As the contractor, on the other side.**

**I. CONTRACT REFERENCE**

Article 1

- 1.1.** The Decision adopting the plan of allocation of the funds available by municipalities for the year of \_\_\_\_\_,
- 1.2.** Memorandum of Understanding, and
- 1.3.** Contractor's Bid no. \_\_\_\_\_ dated \_\_\_\_\_, resulting from the selection of the most favourable bid in the conducted Contract Award Procedure, which make an integral part of this Contract.



## **II. SUBJECT OF CONTRACT**

### Article 2

- 2.1.** The subject of this Contract are the architectonic, construction and installation works based on the „turnkey“ system, for rehabilitation of \_\_\_\_\_ returnee housing units in the \_\_\_\_\_ Municipality.
- 2.2.** The list of assistance beneficiaries with the addresses of the housing units to be rehabilitated makes an integral part of this Contract.

## **III. TYPE AND SCOPE OF SERVICE**

### Article 3

- 3.1.** The type and scope of works on rehabilitation of each returnee housing unit have been established in the laws and regulations in the area of construction, in the standards and rules of the profession, and in particular in the project documentation, which makes an integral part of this Contract.

## **IV. PRICE OF SERVICE**

### Article 4

- 4.1.** The price of service referred to in Article 3, paragraph 1, is a fixed one, and it amounts to \_\_\_\_\_ KM (in words): \_\_\_\_\_
- 4.2.** The total price referred to in the previous paragraph shall encompass all the activities and works until the successful technical certification by the Commission for Transfer of Works and until the final settlement for each rehabilitated housing unit. The total price shall also encompass the value of all contingent works, either surplus or shortage, if they would be caused due to visible or concealed omissions observed during the rehabilitation.
- 4.3.** The total price referred to in 4.1 shall also encompass any increase in the prices of the elements based on which that price has been stipulated.
- 4.4.** The total price of rehabilitation works must be expressed as a sum of prices of rehabilitation works, for each housing unit individually.

## **V. METHOD OF PAYMENT**

### Article 5

- 5.1.** The total price of the service referred to in paragraph 4.1 shall be paid by the Fund successively, in the following way:

The price of construction works in the amount of \_\_\_\_\_ KM, within \_\_\_\_\_ calendar days, shall be paid by the Fund upon monthly submitted interim and final invoices. Interim invoices shall be submitted by the 5th of the current month for the works completed in the previous month, and the final invoice once the works are completed. The value for payment of the invoices submitted must be signed and certified by the construction supervision and the Municipality level project manager. The total value of works on all invoices must not exceed the total contracted value for the rehabilitation works.

- 5.2.** The payment amount certified by the construction supervision and Municipal level project manager may be disputed wholly or only partially by the Report of the Ministry. In that case, the Fund shall pay the undisputed portion of the amount, and the disputed portion of the amount shall be paid after settlement on the problem that has resulted in the dispute.
- 5.3.** The financial value of each invoice (price) referred to in paragraphs 4.1, and 42, shall constitute the sum of financial value of the actually completed works for each facility individually.
- 5.4.** The financial value referred to in the previous paragraph shall be determined by the percentage of completion of the actually performed works, which has to be the same as the percentage of financial execution of the contracted price, which shall be expressed in absolute numbers, in convertible marks.
- 5.5.** The Fund shall pay \_\_\_\_\_% of the contracted price for rehabilitation works within \_\_\_\_\_ calendar days upon successful technical certification and completed takeover and final settlement of works for each rehabilitated housing unit.
- 5.6.** The late fee shall amount to 0.2% of the price from the Contract for each late week, up to a maximum of 10% of the final price from the Contract.

***An alternative option would be to contract Special Terms in view of advance payment to the Contractor, which would be provided in the Contract in the following way:***

- 5.7.** Any advance paid after the contractual parties sign the Contract shall be conditioned by receipt and acceptance on the part of the Return Fund of the bank guarantee for the full amount of advance issued by the bank, in the form acceptable for the Return Fund.
- 5.8.** The amounts paid against invoices submitted shall be subject to application of the rule of deduction of 15% (fifteen per cent) of the amount approved for payment, until such time as the amount of these deductions equals the advance amount. If the total amount of these deductions is lower than the advance amount after the date of completed works, the Fund may deduct the amount that shall equal the difference between the advance and aggregate deductions, from the payment it is to make upon completion of works, or it may collect this amount from the bank guarantee, as stipulated in paragraph 5.7.

## **VI. PERIODS**

### Article 6

- 6.1.** The time frame for completion of service under this contract shall be \_\_\_\_\_ calendar days, in compliance with the time frame referred to in the Bid, which is an integral part of this contract. The afore determined time frame shall be included into the successful technical certification, takeover of rehabilitation works and final settlement.
- 6.2.** The time frame for rehabilitation works shall begin to run as of the date of introduction of the Contractor into the job. It shall be deemed that the Contractor has been introduced to the work once the Municipality submits to him permits for rehabilitation works for all the facilities that are subject of rehabilitation, and the facilities (construction site) in the condition allowing for smooth beginning of rehabilitation works, as defined in the Project Assignment, that is, in project documentation referred to in paragraph 3.1. As the Permit for rehabilitation works shall be issued based on project documentation, it is understood that this documentation has been fully completed before the date of introduction into the job.
- 6.3.** Special Record shall be made on introduction into job, which shall make an integral part of this Contract, and the construction diary shall contain a statement as to that effect.

## **VII. OBLIGATIONS OF THE FUND**

### Article 7

The Fund shall pay the contracted price to the Contractor in the manner provided in Article 5 of this Contract, for the completed services under this Contract.

## **VIII. OBLIGATIONS OF THE MUNICIPALITY**

### Article 8

- 8.1.** At its own cost, the Municipality shall draft tender documentation, and in compliance with the Law on Public Procurements in BiH, it shall conduct the contract award procedure for the works on rehabilitation of returnee housing units, including the selection of the most favourable bid.
- 8.2.** In compliance with the provisions of the Law on Construction and the Law on Public Procurements, the Municipality shall ensure construction supervision.

- 8.3.** The Municipality shall secure all the necessary data, approvals and permits for drafting of project documentation, for the works, for use of the rehabilitated housing unit in compliance with the law, and:
- The list of assistance beneficiaries and the addresses of their housing units that are the subject of rehabilitation,
  - Project assignment,
  - Framework housing unit damage assessment
- 8.4.** Jointly with the Contractor, the Municipality shall draft:
- Record on transfer of base data and platforms referred to in Article 3 of this Contract;
  - Record on introduction into the job.
- 8.5.** The Municipality shall appoint a person, Project Manager at the municipal level, as the coordinator for all the activities under this Contract, and shall inform the other signatories of the Contract to that effect in writing.
- 8.6.** Through construction supervision, in compliance with the law, the Municipality shall ensure constant monitoring of the Contract against all operational plans, schedules and shall regularly report to the Ministry and the Fund.
- 8.7.** The Municipality shall also offer any other assistance in relation to valid execution of this Contract, coordinate suggestions and inputs by local partners, shall ensure sustainability of the system and the mechanisms established, and shall have and retain the leading role in the overall process at the local level.
- 8.8.** At its own cost, the Municipality shall prepare, organize and conduct technical certification in compliance with the Law.

## **IX. OBLIGATIONS OF THE CONCRACTOR**

### Article 9

- 9.1.** The Contractor, as a specialized organization for the service that is subject of this Contract, shall provide the service referred to, making sure that everything is in compliance with the provisions of this Contract, expert and good quality, in concordance with the applicable laws and regulations, the rules and standards of the profession that are in effect as of the date of closing of the Contract.
- 9.2.** The Contractor shall be obligated to make a schedule of Contract execution, as a condition for signing of the Contract, and needs to adhere to it. The schedule understands the group of operational plans: term, financial, workforce recruitment, use of mechanization, and the like.
- 9.3.** Immediately upon signing of the Contract, the Contractor shall appoint an expert person/persons authorized for the contracted activities as the manager of these activities and shall inform the other signatories of the Contract to that effect in writing.

## **X. ASSIGNMENT OF WORKS TO SUBCONTRACTORS**

### Article 10

- 10.1.** The Contractor shall not be allowed to fully assign the contracted activities to another contractor.
- 10.2.** The Contractor may assign up to a maximum of \_\_\_% of the total value of the Contract to subcontractors with the written approval from the Employer.
- 10.3.** If the Employer agrees that the Contractor should entrust a portion of his obligations to subcontractors, the Contractor shall still remain the only responsible side for execution of the whole Contract. Approval to subcontract shall not release the Contractor from any of his obligations under this Contract. The terms of the subcontractor shall be subject to and in compliance with the terms of this Contract.
- 10.4.** Any decisions, instructions, construction supervision orders, issued to the Contractor shall also be mandatory for his subcontractors.
- 10.5.** Any omissions or errors by subcontractors in execution of the contractual obligation shall not release the Contractor from obligation and liability for his obligations under this Contract.
- 10.6.** If the subcontractor executes his activities in contravention to this Contract, the Employer may request from the Contractor in writing to cancel the subcontract.
- 10.7.** Outsourcing subcontractors under the terms referred to in paragraph 10.2., potential cancellation of the subcontract, may not have any influence in terms of changing the price, terms and other elements under this Contract.

## **XI. OBLIGATIONS OF THE MINISTRY**

### Article 11

- 11.1.** The Ministry shall monitor the process of contract award to the Contractor by the Municipality, in compliance with the Law on Public Procurements of BiH, including drafting of tender documentation, issuing of public notice, selection of the most favourable bid, and implementation of the Contract in accordance to the schedule.
- 11.2.** The Ministry shall submit the Monitoring Report on the process referred to in the previous paragraph to the Fund, particularly taking into account that the date of submission of the report has to precede payment of the invoice for the provided service.

## **XII. TRANSFER OF WORKS AND FINAL SETTLEMENT**

### Article 12

- 12.1.** Once the works under the Contract are completed, upon the written notice of the Contractor that the works are completed, the Supervision body shall have an obligation to issue the Certificate on General Completion of Works.
- 12.2.** The transfer of works and the final settlement are done by use of a written record made by the Commission for Transfer and Final Settlement, made up of the representatives of all the Contractual parties, upon the successful technical certification.
- 12.3.** The transfer of works shall include statement of all the relevant data related to execution of the Contract, such as, whether the works have been completed as per the Contract, the quality of works, whether omissions have been removed, whether the contractor has submitted warranties, certifications or attestations and what kind of, the date of completion of the works, and the like
- 12.4.** The final settlement is to determine mutual financial rights and obligations of the signatories of the Contract, in particular: the value of completed works as per the contractual price, the amount paid on interim invoices, the amount of the submitted final invoice, the amount receivable by the Contractor or the amount to be returned by him according to the undisputed segment of the final settlement, the data as to whether the time frame stipulated has been honoured, and if not, how much the exceeding has been, the data as to which party, on which ground and in which amount claims damage or penalties, if any, as well as their disputed and undisputed amounts, any problem that has not been agreed upon by the representatives of the signatories of the Contract.
- 12.5.** As of the date of signing the Record on Transfer and Final Settlement, as an integral part of this Contract, the signatories of the Contract agree that the process of transfer of works and final settlement has been finalized.
- 12.6.** Unless the Record on Transfer of Work and Final Settlement of Works is disputed by any of the signatories to the Contract, it shall be deemed final, and payment shall be executed upon it within \_\_\_\_\_ calendar days. In case that any of the signatories of the Contract disputes the Record or any part of it, the dispute shall be resolved in the manner prescribed in Article 14 of this Contract.

## **XIII. WARRANTY PERIOD**

### Article 13

- 13.1.** The warranty period shall begin to run as of the date of successful transfer of works and final settlement. The warranty term for the

quality of works shall be 12 months. For omissions on the facility-housing unit in terms of stability and safety, the Contractor shall be held liable over a 10 year period.

- 13.2.** Warranty understands the obligation of the Contractor on his own cost to remove any omissions on the rehabilitated housing units that have been caused due to unduly performed works or poor quality of the materials installed by the Contractor.
- 13.3.** The nature and cause of the omissions existing on the rehabilitated housing units in the warranty period shall be jointly and amicably established by the representatives of the signatories to the Contract, immediately after the notice/invitation has been sent by the Municipality.
- 13.4.** Within the warranty period, the contractor shall be obligated to remove any omissions established within 10 days from the written invitation of the Municipality, and if he fails to do so, the signatories of the Contract shall seek their rights through the court.
- 13.5.** The Contractor shall be obligated to submit a bank guarantee for good performance of works to the Return Fund within 7 days from the date of closing of the Contract, in the amount of 10% of the value of the final price from the Contract.

#### **XIV. CANCELATION OF CONTRACT**

##### Article 14

- 14.1.** Any of the contractual parties may unilaterally cancel the Contract even before the end date determined for its execution, if the circumstances of the transaction evidently show that one of the contractual parties shall not be able to execute its obligation, and in the case when any of the contractual parties declares failure to execute its own obligation.
- 14.2.** Any of the contractual parties may cancel the Contract in case any of the contractual parties fail to execute its own obligations even in a subsequent time frame that is acceptable for all the contractual parties.
- 14.3.** The Contract may not be cancelled due to failure to execute a minor portion of obligation. A minor portion of obligation shall include the one that does not impose any relevant obstacle to accomplishment of the goal of this Contract.
- 14.4.** The contractual party which has unilaterally and with good grounds cancelled the Contract shall have be entitled to receive compensation for damage in accordance with the general rules of the obligation law on compensation of damage.

## XV. SETTLEMENT OF DISPUTES

### Article 15

**15.1.** The contractual parties agree that any disputes under this Contract shall be resolved amicably, otherwise they agree that the Court in Sarajevo shall be competent to rule.

## XVI. CLOSING OF THE CONTRACT

### Article 16

**16.1.** This Contract has been made in 4 identical copies, each contractual party to retain one copy.

**16.2.** This Contract shall be deemed concluded once all the identical copies of the Contract are signed by the authorized persons.

**16.3.** Any amendments to this Contract shall only be valid if made in writing and closed in the same manner as this Contract.

Ministry for Human Rights and Refugees  _____ Mirsad Kebo, Minister Number:	Return Fund  _____ Mladen Božović, Director Number:
Municipality _____  _____, Mayor Number:	Contractor _____  _____, Director Number:



**Contract Template for Permanent Construction  
Supervision**

**CONTRACT NUMBER \_\_\_\_\_**  
**For Permanent Construction Supervision**  
**In the \_\_\_\_\_ Municipality**

This Contract has been closed on \_\_\_\_\_ (date) , in \_\_\_\_\_  
(place), between:

- 1. The Ministry for Human Rights and Refugees of BiH**, seated in Sarajevo, at 1, Trg BiH, represented by Minister Mirsad Kebo, as the contractual party in charge of monitoring of the overall returnee housing unit rehabilitation process (hereinafter referred to as: the Ministry),
- 2. The Return Fund of BiH**, seated in Sarajevo, at 12, Trampina St., represented by Director Mladen Božović, as the contractual party in charge of financial execution of the Contract (hereinafter referred to as: the Fund),
- 3. The \_\_\_\_\_ Municipality**, seated at \_\_\_\_\_ St., represented by Mayor \_\_\_\_\_, as the contractual party with a leading role in the overall process (hereinafter referred to as: the Municipality).

**As the Employer, on the one side,**

**and**

- 4. \_\_\_\_\_**, seated in \_\_\_\_\_,  
Represented by Director \_\_\_\_\_, as the authorized designer (hereinafter referred to as: the Designer),

**As the contractor, on the other side.**

**I. CONTRACT DOCUMENTATION**

Article 1

- 1.1.** This Contract is subject to application of the provisions of the General Construction Work Terms as its integral part. The provisions of the General Terms shall be applied in interpretation of this Contract, and the contents of this Contract or any other attachments is derogative of them, unless clearly stated otherwise in the Special Terms, which are also integral part of this Contract.
- 1.2.** The Contractor and the Employers also agree that the provisions of the below listed documents shall be binding and which of them shall

supersede the others in the case of a dispute shall be determined according to the following order:

- Contract on Permanent Construction Supervision;
- General Construction Works Terms;
- Bid by the Contractor.

**1.3.** The aforementioned documentation constitutes an integral part of the Contract between the Contractor and the Employer, the provisions of which shall supersede any other negotiations or agreements, either oral or writing, pertaining to the subject of the Contract.

## **II. SUBJECT OF CONTRACT**

### Article 2

**2.1.** The Contractor shall be obligated to perform permanent supervision for the account of the Employer on rehabilitation of \_\_\_\_\_ returnee housing units in the \_\_\_\_\_ Municipality.

**2.2.** Permanent supervision from the previous paragraph shall include:

- Expert technical tasks related to introduction of the Contractor into the job;
- Control of all the works on building of facilities based on the design approved, and offering of required explanations and instructions in terms of interpretation of project documentation;
- Quality control of materials, equipment, and all the completed works in relation to the approved technical documentation, applicable standards and norms;
- Monitoring of the contracted schedule of works;
- control and certification of construction site documentation (construction diary and construction book);
- Control and certification of interim, periodical and final invoices for the completed works;
- Preparation of data and participation in the technical certification of the rehabilitated facilities;
- Participation in drafting of the final settlement of the completed works.

## **III. PRICE OF SERVICE AND METHOD OF PAYMENT**

### Article 3

**3.1.** The price of service referred to in Article 2 of this Contract amounts to \_\_\_\_\_ KM (in words: \_\_\_\_\_) per month.

#### **IV. PERIODS**

##### Article 4

- 4.1.** Performing of the works referred to in Article 2 of this Contract shall begin to run as of the date of closing of the Contract 1 and shall last until the facilities subject to construction supervision are rehabilitated.

#### **V. OBLIGATIONS OF THE MINISTRY**

##### Article 5

- 5.1.** The Ministry shall monitor the process of contract award to the Contractor by the Municipality, as well as the process of execution of the overall Contract.
- 5.2.** The Ministry shall submit the Monitoring Report on the process referred to in the previous paragraph to the Fund, particularly taking into account that the date of submission of the report has to precede payment of the invoice for the provided service.

#### **VI. OBLIGATIONS OF THE FUND**

##### Article 6

- 6.1.** The Fund shall pay the contracted price to the Contractor on a monthly basis for the services performed under this Contract, based on the Report of the Ministry.

#### **VII. OBLIGATIONS OF THE MUNICIPALITY**

##### Article 7

- 7.1.** The Municipality shall be obligated to conduct the legally prescribed procedure for appointment of the members for construction supervision.

## **VIII. OBLIGATIONS OF THE CONTRACTOR**

### Article 8

- 8.1.** The Contractor shall be obligated to perform the tasks referred to in Article 2 of this Contract in compliance with this Contract, the Law, and the General Terms for Contracting of Construction Works.

## **IX. CANCELATION OF CONTRACT**

### Article 9

- 9.1.** Any of the contractual parties may unilaterally cancel the Contract even before the end date determined for its execution, if the circumstances of the transaction evidently show that one of the contractual parties shall not be able to execute its obligation, and in the case when any of the contractual parties declares failure to execute its own obligation.
- 9.2.** Any of the contractual parties may cancel the Contract in case any of the contractual parties fail to execute its own obligations even in a subsequent time frame that is acceptable for all the contractual parties.
- 9.3.** The Contract may not be cancelled due to failure to execute a minor portion of obligation. A minor portion of obligation shall include the one that does not impose any relevant obstacle to accomplishment of the goal of this Contract.
- 9.4.** The Contract cancellation notice shall be given in writing.
- 9.5.** The contractual party which has unilaterally and with good grounds cancelled the Contract shall have be entitled to receive compensation for damage in accordance with the general rules of the obligation law on compensation of damage.

## **X. SETTLEMENT OF DISPUTES**

### Article 10

- 10.1.** The contractual parties agree that any disputes under this Contract shall be resolved amicably, otherwise they agree that the Court in Sarajevo shall be competent to rule.

## XI. CLOSING OF THE CONTRACT

### Article 11

- 11.1.** This Contract has been made in 4 identical copies, each contractual party to retain one copy.
- 11.2.** This Contract shall be deemed concluded once all the identical copies of the Contract are signed by the authorized persons.
- 11.3.** Any amendments to this Contract shall only be valid if made in writing and closed in the same manner as this Contract.

Ministry for Human Rights and Refugees  _____ Mirsad Kebo, Minister Number:	Return Fund  _____ Mladen Božović, Director Number:
Municipality _____  _____, Mayor Number:	Contractor _____  _____, Director Number:

**IV.5.5.**

**Contract Template for Supply of Materials**

*Pages 248-256*

**CONTRACT NUMBER \_\_\_\_\_**  
**For Supply of Construction and Installation Materials**  
**For Rehabilitation of Returnee Housing Units in the**  
**\_\_\_\_\_ Municipality**

This Contract has been closed on \_\_\_\_\_ (date) , in \_\_\_\_\_  
(place), between:

- 1. The Ministry for Human Rights and Refugees of BiH**, seated in Sarajevo, at 1, Trg BiH, represented by Minister Mirsad Kebo, as the contractual party in charge of monitoring of the overall returnee housing unit rehabilitation process (hereinafter referred to as: the Ministry),
- 2. The Return Fund of BiH**, seated in Sarajevo, at 12, Trampina St., represented by Director Mladen Božović, as the contractual party in charge of financial execution of the Contract (hereinafter referred to as: the Fund),
- 3. The \_\_\_\_\_ Municipality**, seated at \_\_\_\_\_ St., represented by Mayor \_\_\_\_\_, as the contractual party with a leading role in the overall process (hereinafter referred to as: the Municipality).

**As the Employer, on the one side,**

**and**

- 4. \_\_\_\_\_**, seated in \_\_\_\_\_, Represented by Director \_\_\_\_\_, as the contractor for works (hereinafter referred to as: the Supplier),

**As the supplier, on the other hand.**

**I. CONTRACT DOCUMENTATION AND CONTRACT REFERENCE**

Article 1

- 1.1.** This Contract is subject to application of the provisions of the General Construction Work Terms as its integral part. The provisions of the General Terms shall be applied in interpretation of this Contract, and the contents of this Contract or any other attachments is derogative of them, unless clearly stated otherwise in the Special Terms, which are also integral part of this Contract.
- 1.2.** The Contractor and the Employers also agree that the provisions of the below listed documents shall be binding and which of them shall supersede the others in the case of a dispute shall be determined according to the following order:



- a) Contract on Permanent Construction Supervision;
  - b) General Construction Works Terms;
  - c) Bid by the Supplier.
- 1.3.** The aforementioned documentation constitutes an integral part of the Contract between the Supplier and the Employer, the provisions of which shall supersede any other negotiations or agreements, either oral or writing, pertaining to the subject of the Contract.
- 1.4.** The reference of this Contract consists of its integral parts, as follows:
- d) Decision for adoption of the plan for allocation of resources available by municipalities for the year of \_\_\_\_\_ ;
  - e) Memorandum of understanding;
  - f) Contractor's Bid no. \_\_\_\_\_ dated \_\_\_\_\_, resulting from the selection of the most favourable bid in the conducted Contract Award Procedure;
  - g) Project documentation.

## **II. SUBJECT OF CONTRACT**

### Article 2

- 2.1.** Procurement and delivery of construction, water installation and electricity installation materials for rehabilitation of \_\_\_\_\_ assistance beneficiary housing units in the \_\_\_\_\_ Municipality.
- 2.2.** Procurement and delivery of materials referred to in paragraph 2.1. shall be made successively, upon completed installation of the previously delivered materials, to the site of the facility under rehabilitation, based on individual Specification Lists of materials for each facility, which are an integral part of the Project Documentation referred to in paragraph 1.4.
- 2.3.** The list of assistance beneficiaries with the addresses of the housing units to be rehabilitated also makes an integral part of this Contract.

## **III. PRICE AND METHOD OF PAYMENT**

### Article 3

- 3.1.** The total value of procurement and delivery of materials referred to in Article 2 amounts to: \_\_\_\_\_ KM, in words: ( \_\_\_\_\_ )
- 3.2.** The total value referred to in paragraph 3.1. must be expressed as a sum of values of procurement and delivery of materials for each housing unit individually, with sales tax included.

- 3.3.** The total value referred to in paragraph 3.1. is a fixed one, and it encompasses procurement of materials, loading, transportation, and unloading at the site of the facility under reconstruction.
- 3.4.** The Fund shall pay the value referred to in paragraph 3.1. successively, in accordance with the delivery, based on the invoice of the Supplier of materials and the Report of the Ministry as to whether the previously delivered materials have been installed.
- 3.5.** Each invoice referred to in the previous paragraph shall constitute the value of delivered materials for each delivery, unless it is the sole or the last delivery, which may express the value of delivered materials for a smaller number of housing units, and they shall be paid within \_\_\_\_\_calendar days.
- 3.6.** An integral part of the invoice referred to in paragraph 3.5. shall be the Specification Lists of Materials with financial value, for each housing unit separately, signed and certified by the authorized Municipal representative, assistance beneficiary, and the Supplier.
- 3.7.** The Supplier shall be obligated to attach to the first submitted invoice referred to in paragraph 3.5. the documentation substantiating the quality of the contracted and delivered materials.
- 3.8.** The payment invoice may be disputed by the Report of the Ministry. In that case, the disputed invoice shall be paid after the settlement has been reached related to the problem that has resulted in the dispute. Unless the dispute is reached, the signatories of the Contract shall seek a solution by way of the court.

***An alternative option would be to contract Special Terms in view of advance payment to the Contractor, which would be provided in the Contract in the following way:***

- 3.9.** Any advance paid after the contractual parties sign the Contract shall be conditioned by receipt and acceptance on the part of the Return Fund of the bank guarantee for the full amount of advance issued by the bank, in the form acceptable for the Return Fund.
- 3.10.** The amounts paid against invoices submitted shall be subject to application of the rule of deduction of 15% (fifteen per cent) of the amount approved for payment, until such time as the amount of these deductions equals the advance amount. If the total amount of these deductions is lower than the advance amount after the date of completed works, the Fund may deduct the amount that shall equal the difference between the advance and aggregate deductions, from the payment it is to make upon completion of works, or it may collect this amount from the bank guarantee, as stipulated in paragraph 3.9.

## **IV. PERIODS**

### Article 4

- 4.1.** The time frame for completion of service under this contract shall be \_\_\_\_ calendar days, in accordance with the Bid, counting from the date of signing of this Contract.
- 4.2.** Within 3 days from signing of the Contract, the Supplier shall have the obligation to draft a schedule of delivery of materials as an integral part of this Contract.

## **V. TRANSFER**

### Article 5

- 5.1.** The Supplier shall unload materials by the items of the Materials Specification List and arrange them by the rules of the profession, at the place previously agreed upon by the representative of the Municipality and the beneficiary.
- 5.2.** Based on the materials Specification List, together with the representative of the Municipality and the beneficiary, the Supplier shall perform the control of quantity and quality of the delivered materials.
- 5.3.** After the completed control of the materials delivered (transfer) referred to in the previous paragraph, together with the representative of the Municipality and the beneficiary, the Supplier shall enter his identification document numbers, date of transfer, legibly sign off and certify the materials specification list, as proof that all the materials both by quantity and quality have been delivered.
- 5.4.** Poor quality materials, or materials damaged during loading, transportation or unloading, not accepted by the authorized representative of the Municipality and the beneficiary, shall have to be replaced by the Supplier at his own cost, by providing good quality and non-damaged ones, before submission of invoice referred to in Article 3.

## **VI. OBLIGATIONS OF THE FUND**

### Article 6

- 6.1.** The Fund shall pay the contracted price to the Supplier in the manner provided in Article 3 of this Contract, for the materials delivered under this Contract.

## **VII. OBLIGATIONS OF THE MUNICIPALITY**

### Article 7

- 7.1.** At its own cost, the Municipality shall draft tender documentation for procurement and delivery of materials for rehabilitation of housing units, and in compliance with the Law on Public Procurements in BiH, it shall conduct the contract award procedure, including the selection of the most favourable bid.
- 7.2.** At its own cost, the Municipality shall secure all the necessary data, approvals and permits for execution of the Contract, and the list of assistance beneficiaries and the addresses of their housing units that are the subject of rehabilitation.
- 7.3.** The Municipality shall appoint an expert person authorized and in charge of certification of the Materials Specification List, in compliance with Article 5, of the Contract.
- 7.4.** The Municipality shall appoint an expert person as coordinator of its activities under this Contract, and it shall send a written notice to this effect to the other signatories of the Contract.
- 7.5.** Through the expert person referred to in the previous paragraph, the Municipality shall continuously monitor execution of the Contract against the schedule and shall regularly report to the Ministry, in particular on potential problems in the course of execution.
- 7.6.** The Municipality shall also offer any other assistance in relation to valid execution of this Contract, coordinate suggestions and inputs by local partners, shall ensure sustainability of the system and the mechanisms established, and shall have and retain the leading role in the overall process at the local level.

## **8. OBLIGATIONS OF THE SUPPLIER**

### Article 8

- 8.1.** The Supplier shall be obligated to procure and deliver the contracted materials, ensuring full compliance with the Materials Specification List for rehabilitation of the housing units, technical regulations and standards establishing quality and delivery of materials.
- 8.2.** For the contracted materials, the Supplier shall be obligated to supply documentation along with the first invoice substantiating the quality of the materials delivered.
- 8.3.** If within 6 months after the completed transfer, the authorized representative of the Municipality and the beneficiary identify a concealed error in the materials delivered, upon the written request of the Municipality, the Supplier shall be obligated to replace it with new and better quality ones within 15 days, at his own cost.

- 8.4.** If the Supplier fails to proceed in compliance with the previous paragraph, the signatories of the Contract shall seek their rights through the Court.
- 8.5.** If during execution of the Contract the Supplier inflicts damage on third persons, he shall compensate the damage at his own cost, without the right to collect reimbursement from the other signatories of the Contract.
- 8.6.** The Supplier shall be liable for any damage or compensation that may be incurred in relation to injury or death of a person he has recruited under this Contract.
- 8.7.** Immediately upon signing of the Contract, the Contractor shall appoint an expert person/persons authorized for the contracted activities as the manager of these activities and shall inform the other signatories of the Contract to that effect in writing.
- 8.8.** In the process of execution of this Contract, the Supplier may in no way recruit the employees of the signatories of this Contract as their own personnel or personnel of his subcontractors.
- 8.9.** The Supplier shall not solicit nor accept instructions related to the changed scope and type of financial value, payment method, terms, and the like, of the contracted service, from any signatory of the Contract, or from a third party, and he shall refrain from any activity that may have an adverse impact on the overall execution process.
- 8.10.** The Supplier shall be in charge of professional and technical competence of his employees, who in their work shall honour the rules and laws for the subject area, and proceed in compliance with high standards of moral and ethics.
- 8.11.** The Supplier shall not offer or receive any direct or indirect compensation/benefit or award from any entity related to execution of this Contract. The Supplier agrees that violation of this provision shall be a reason for cancellation of the Contract.
- 8.12.** Any and all technical documentation, reports, recommendations, appraisals, opinions, or any other data drafted or received by the Supplier during execution of the obligation under this contract shall be owned by the Municipality, and it is only upon written approval from the Municipality that the Supplier may disclose them to third parties.
- 8.13.** The Supplier shall undertake timely measures to protect the health of the employees in compliance with the applicable environmental protection regulations and measures.
- 8.14.** The Supplier shall regularly clean the construction site and the access roads of all waste or unnecessary materials as resulting from execution of the Contract.
- 8.15.** In case of force major, the Supplier shall immediately, without any delay, inform the Municipality of such phenomenon or change, if it affects execution of obligations under this Contract. The Report shall also include the proposal of the Supplier as an alternative solution beyond the reach of the force major, to be agreed upon by the signatories of the Contract on a subsequent basis, adding an Annex

to the Contract if needed. Shortage of resources, workforce or materials with the Supplier shall not be deemed force major, nor shall so be regularly bad weather over the projected period of rehabilitation.

## **IX. ASSIGNMENT OF WORKS TO SUBCONTRACTORS**

### Article 9

- 9.1.** The Contractor shall not be allowed to fully assign the contracted activities to another contractor.
- 9.2.** The Contractor may assign up to a maximum of \_\_\_% of the total value of the Contract to subcontractors with the written approval from the Employer.
- 9.3.** If the Employer agrees that the Contractor should entrust a portion of his obligations to subcontractors, the Contractor shall still remain the only responsible side for execution of the whole Contract. Approval to subcontract shall not release the Contractor from any of his obligations under this Contract. The terms of the subcontractor shall be subject to and in compliance with the terms of this Contract.
- 9.4.** Any omissions or errors by subcontractors in execution of the contractual obligation shall not release the Contractor from obligation and liability for his obligations under this Contract.
- 9.5.** If the subcontractor executes his activities in contravention to this Contract, the Employer may request from the Contractor in writing to cancel the subcontract.
- 9.6.** Outsourcing subcontractors under the terms referred to in paragraph 9.2., potential cancellation of the subcontract, may not have any influence in terms of changing the price, terms and other elements under this Contract.

## **X. OBLIGATIONS OF THE MINISTRY**

### Article 10

- 10.1.** The Ministry shall monitor the process of contract award to the Contractor by the Municipality, in compliance with the Law on Public Procurements of BiH, including drafting of tender documentation, issuing of public notice, selection of the most favourable bid, and implementation of the Contract in accordance to the schedule.
- 10.2.** The Ministry shall submit the Monitoring Report on the process referred to in the previous paragraph to the Fund, particularly taking into account that the date of submission of the report has to precede payment.

## **XI. CANCELTATION OF CONTRACT**

### Article 11

- 11.1.** Any of the contractual parties may unilaterally cancel the Contract even before the end date determined for its execution, if the circumstances of the transaction evidently show that one of the contractual parties shall not be able to execute its obligation, and in the case when any of the contractual parties declares failure to execute its own obligation.
- 11.2.** Any of the contractual parties may cancel the Contract in case any of the contractual parties fail to execute its own obligations even in a subsequent time frame that is acceptable for all the contractual parties.
- 11.3.** The Contract may not be cancelled due to failure to execute a minor portion of obligation. A minor portion of obligation shall include the one that does not impose any relevant obstacle to accomplishment of the goal of this Contract.
- 11.4.** The contractual party which has unilaterally and with good grounds cancelled the Contract shall have be entitled to receive compensation for damage in accordance with the general rules of the obligation law on compensation of damage.

## **XII. SETTLEMENT OF DISPUTES**

### Article 12

- 12.1.** The contractual parties agree that any disputes under this Contract shall be resolved amicably, otherwise they agree that the Court in Sarajevo shall be competent to rule.

## **XIII. CLOSING OF THE CONTRACT**

### Article 13

- 13.1.** This Contract has been made in 4 identical copies, each contractual party to retain one copy.
- 13.2.** This Contract shall be deemed concluded once all the identical copies of the Contract are signed by the authorized persons.

**13.3.** Any amendments to this Contract shall only be valid if made in writing and closed in the same manner as this Contract.

<p>Ministry for Human Rights and Refugees</p> <p>_____</p> <p>Mirsad Kebo, Minister</p> <p>Number:</p>	<p>Return Fund</p> <p>_____</p> <p>Mladen Božović, Director</p> <p>Number:</p>
<p>Municipality _____</p> <p>_____, Mayor</p> <p>Number:</p>	<p>Supplier _____</p> <p>_____, Director</p> <p>Number:</p>



**Chapter V**  
*Standard Working Procedure for Return Projects  
Monitoring in BiH*

## OBJECTIVES

### **The realization of the overall and specific guidelines and the aims of the monitoring**

- The **measuring** of successfulness the return programs/projects;
- **Providing information**/reporting connected with the overall effects and the specific effects of the programs/projects;
- **Improvement of the quality** of the program/projects realization
- **Providing the uniform monitoring** for all implementing parties;
- **Supervision of the achieved results** of the program/project realization compared to the agreed dynamics (time, financial etc)
- **Acting as the early warning service** to make possible a prompt reaction if the successfulness of the program/project is in question
- **Evaluation and monitoring** of one and more return programs/projects in different time periods
- **Providing the statistic data** collected during the monitoring of the programs/projects realization
- **if necessary, the modification** of the programs/projects whose realization is underway

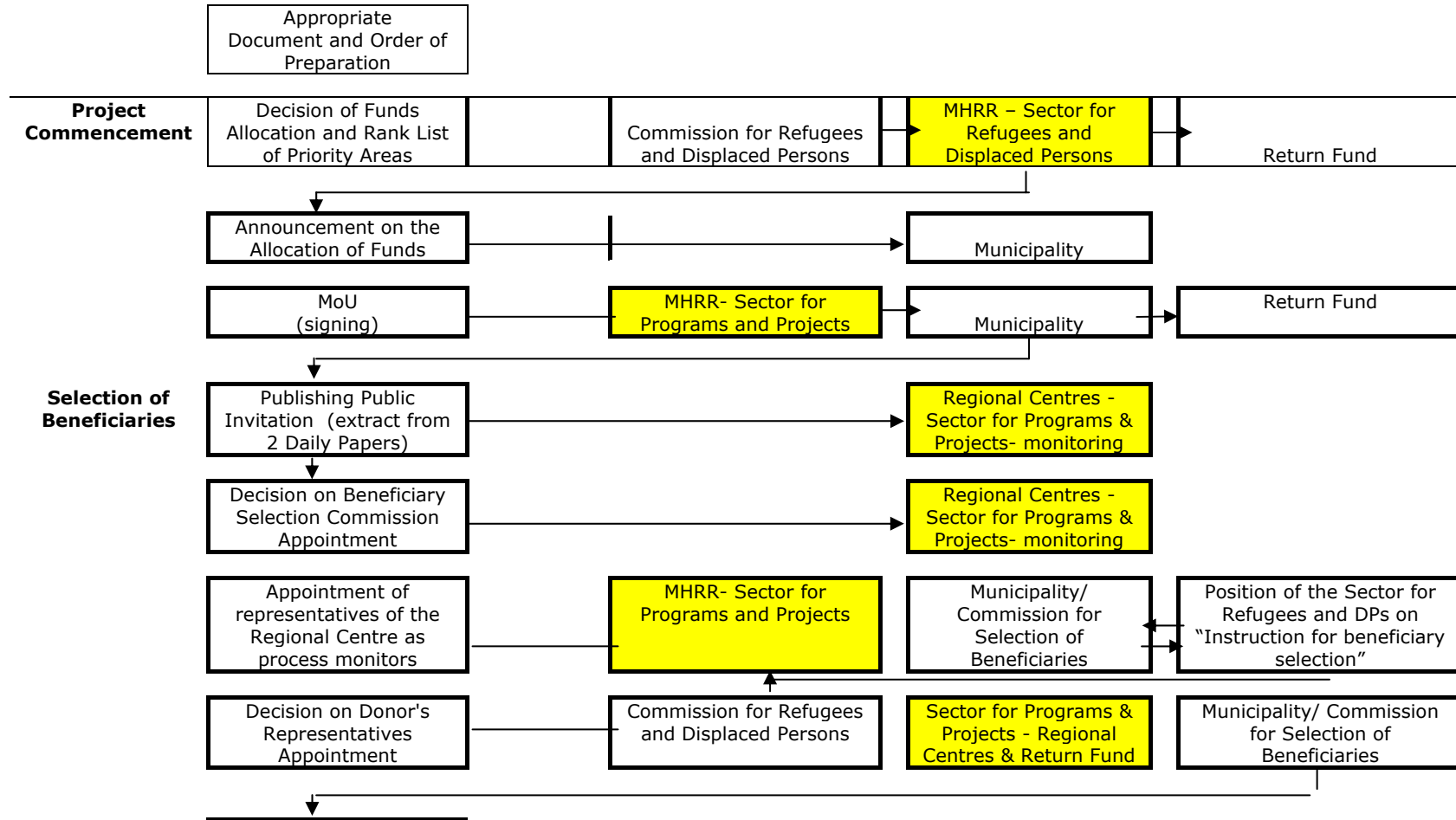
### **Systematic, organized and efficient conducting of the activities by monitors**

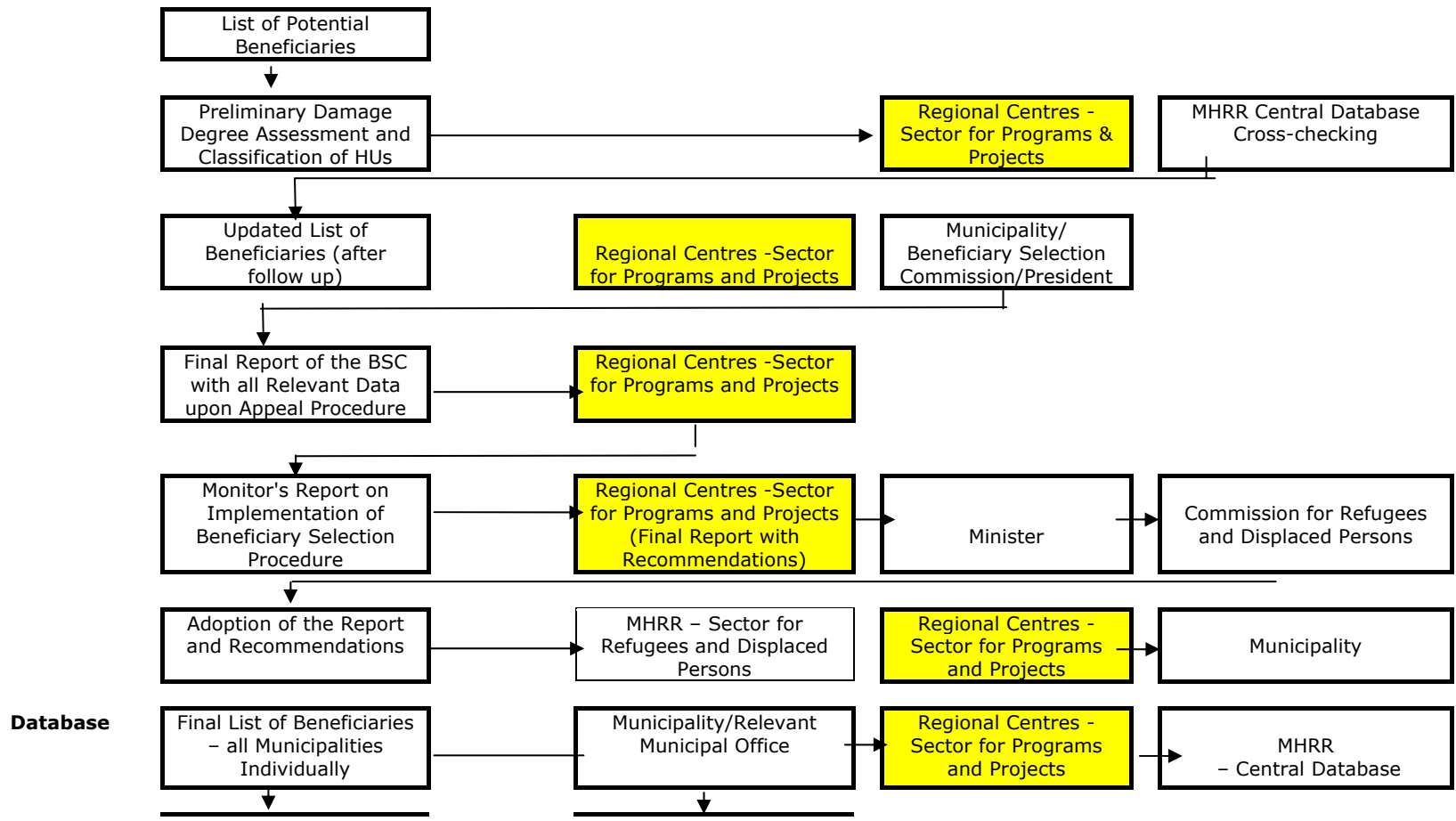
- **The control on the field:** of the selected users (by random sample), the visit to their houses to evaluate the works underway, their compliance with the technical standards specified in the contract (e.g. IMG standards) and the activities aimed at encouraging the displaced persons' and refugees' return. SRP procedures also enable the monitor to mark the progress on each individual contract, every month. Further, upon the project end, every house and the project will be checked on the field, the works quality evaluated, and the final percentage of the moving in will be calculated.
- **Checking** if the collection of bids, the tender procedures, the contract procedures, the project leaders, the payments to the domestic contractors, book-keeping reports, promotion-visibility and other key activities entrusted to municipalities are in compliance with the contracted obligations;
- **Evaluation** of the correctness of the methodology of approach of the municipality (the implementing party) in the use of the criteria for selection of beneficiaries, the supervision of the sustainable elements of a certain project, the **measuring** of every contract progress, especially in comparison with the basic contract implementation plan, and fast **observing of every deviation** from the basic contract requirements and the procedure accepted by contract.
- **Reporting** on the statistic and other data in any stage of the project realization, related to the specific and overall effects of the projects, and performance of the project implementation by municipalities (implementing parties).
- **Developing and maintaining of Databases** containing the data on the reconstructed units and users (e.g. user's identity, address, including the place which the users left, also, domestic contractors selected by municipalities etc)

**Communication Flow Chart of All Stakeholders**

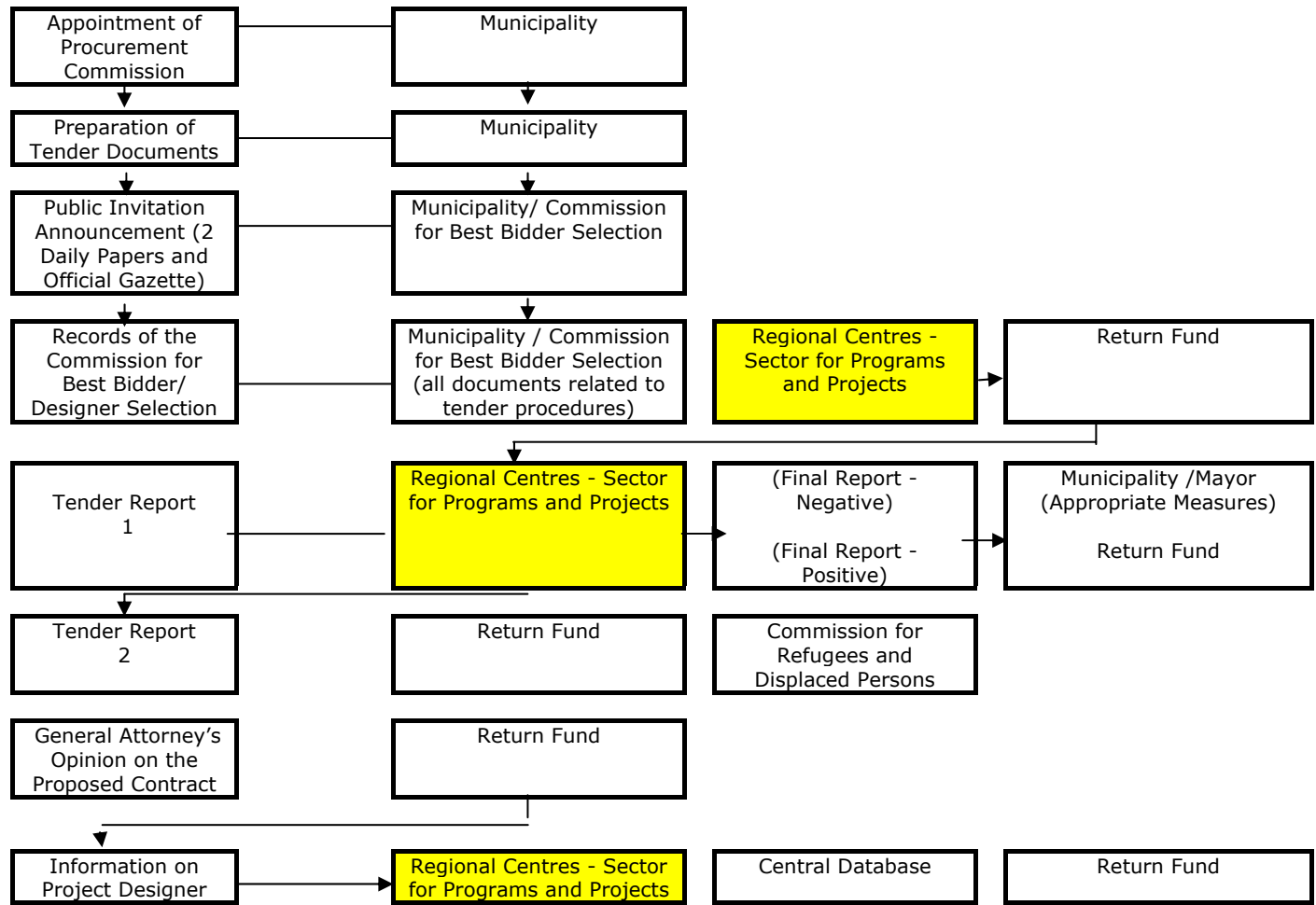
**MONITORING FLOW CHART**  
**Among All Relevant Stakeholders in Implementation/Follow up Realization of Return Fund**  
**Financed Joint Projects and the List of Appropriate Documents With Incumbents**

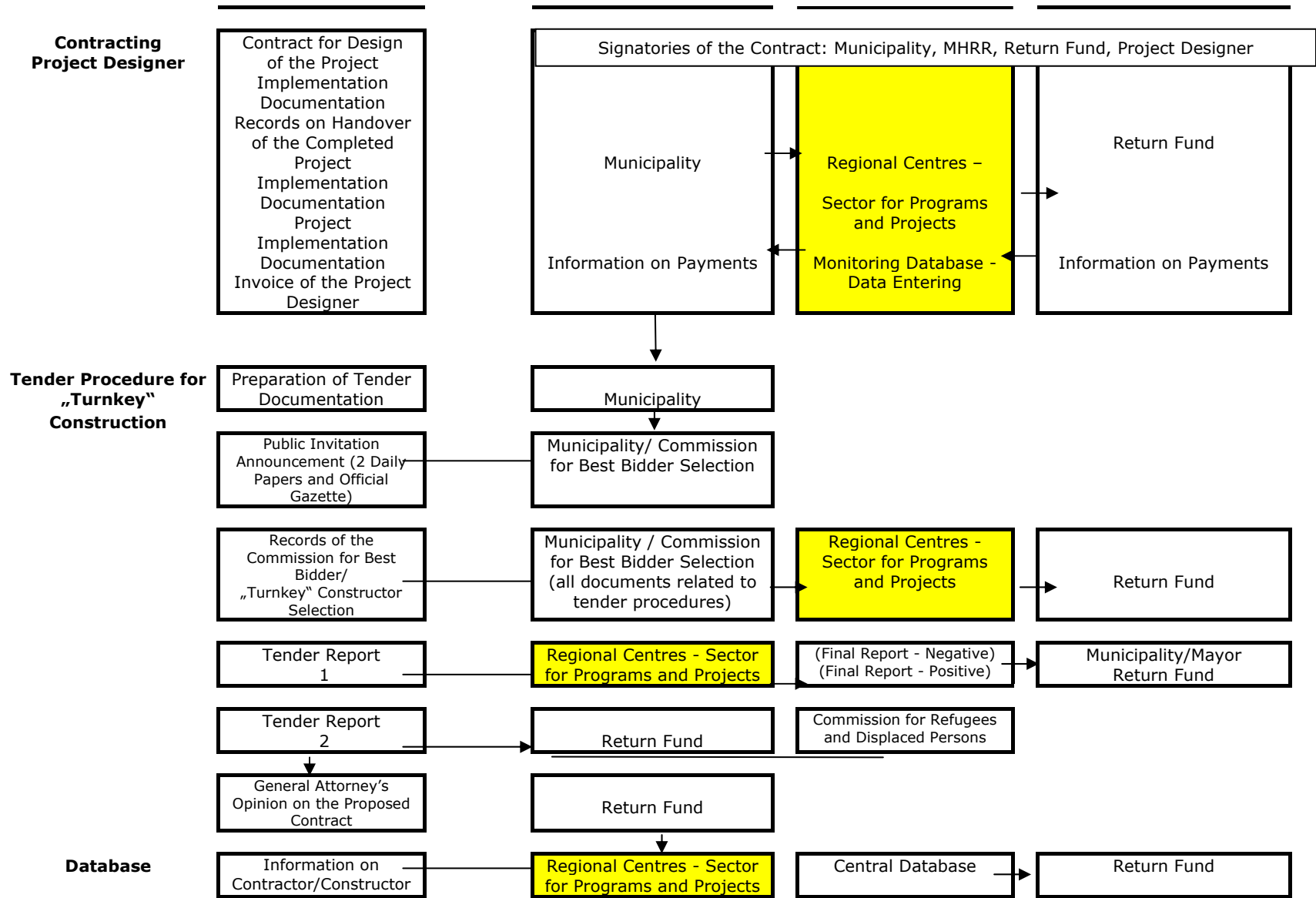
**Communication Flow**  
**(Project Realization and Monitoring)**

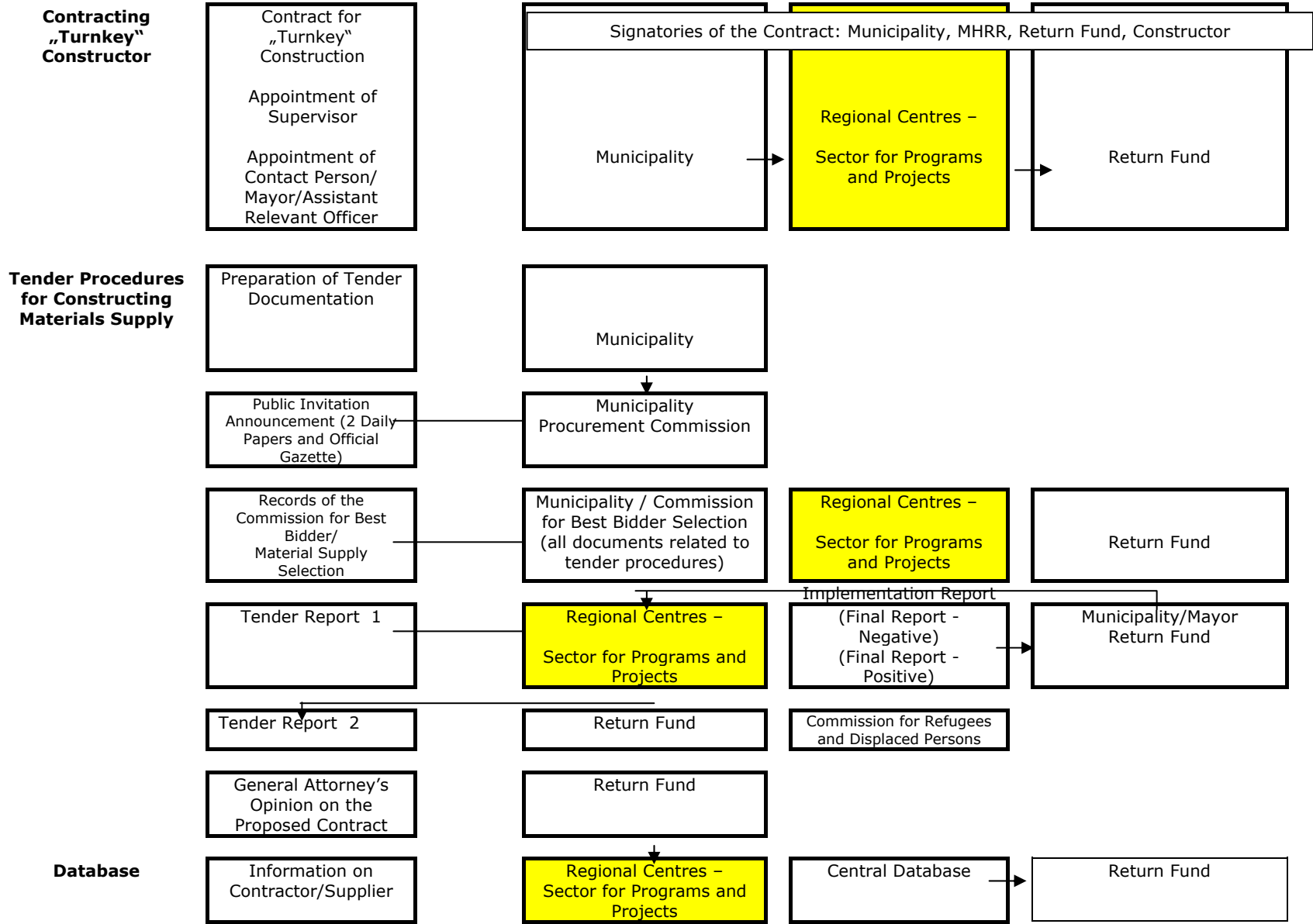




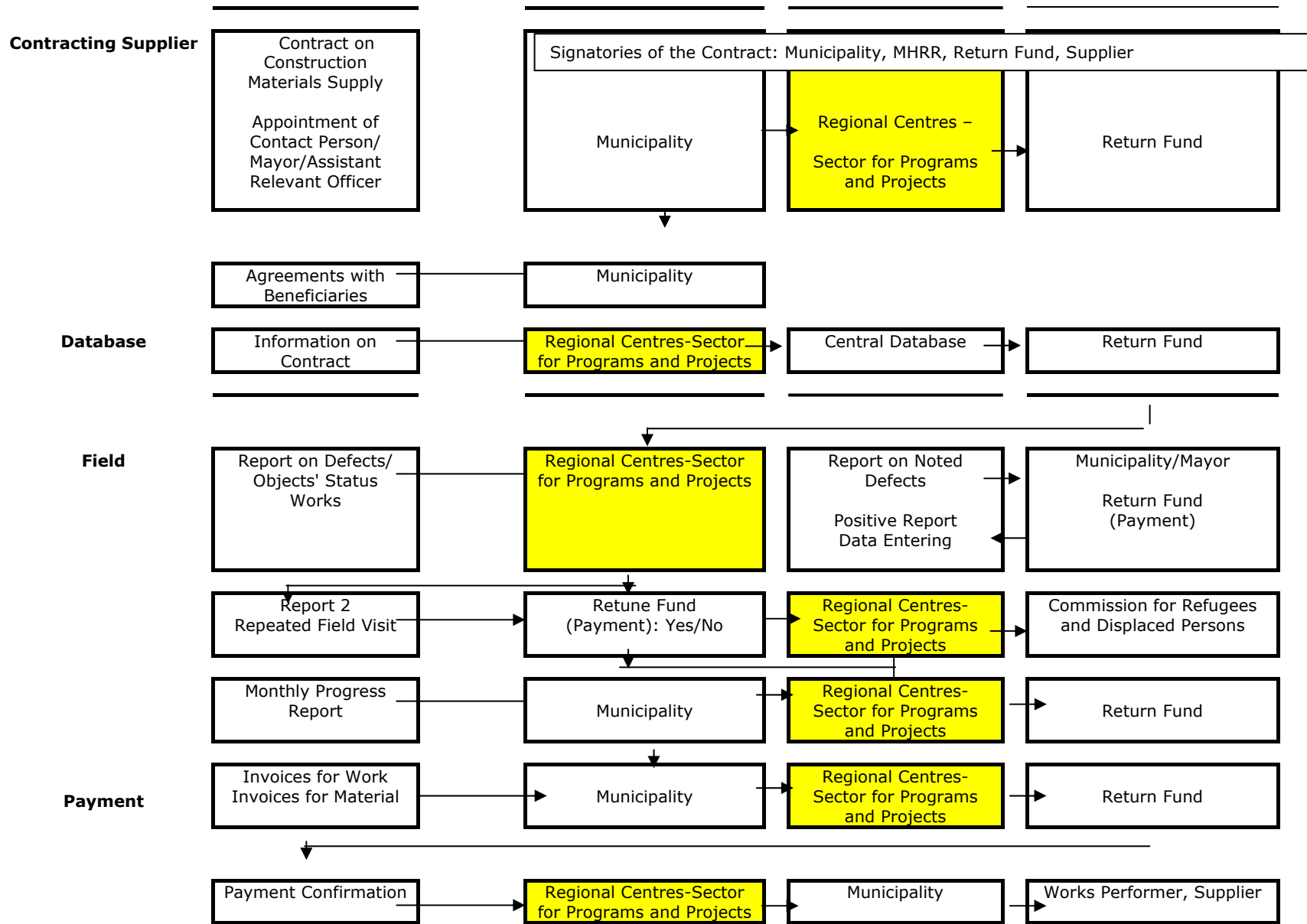
**Tender procedures**

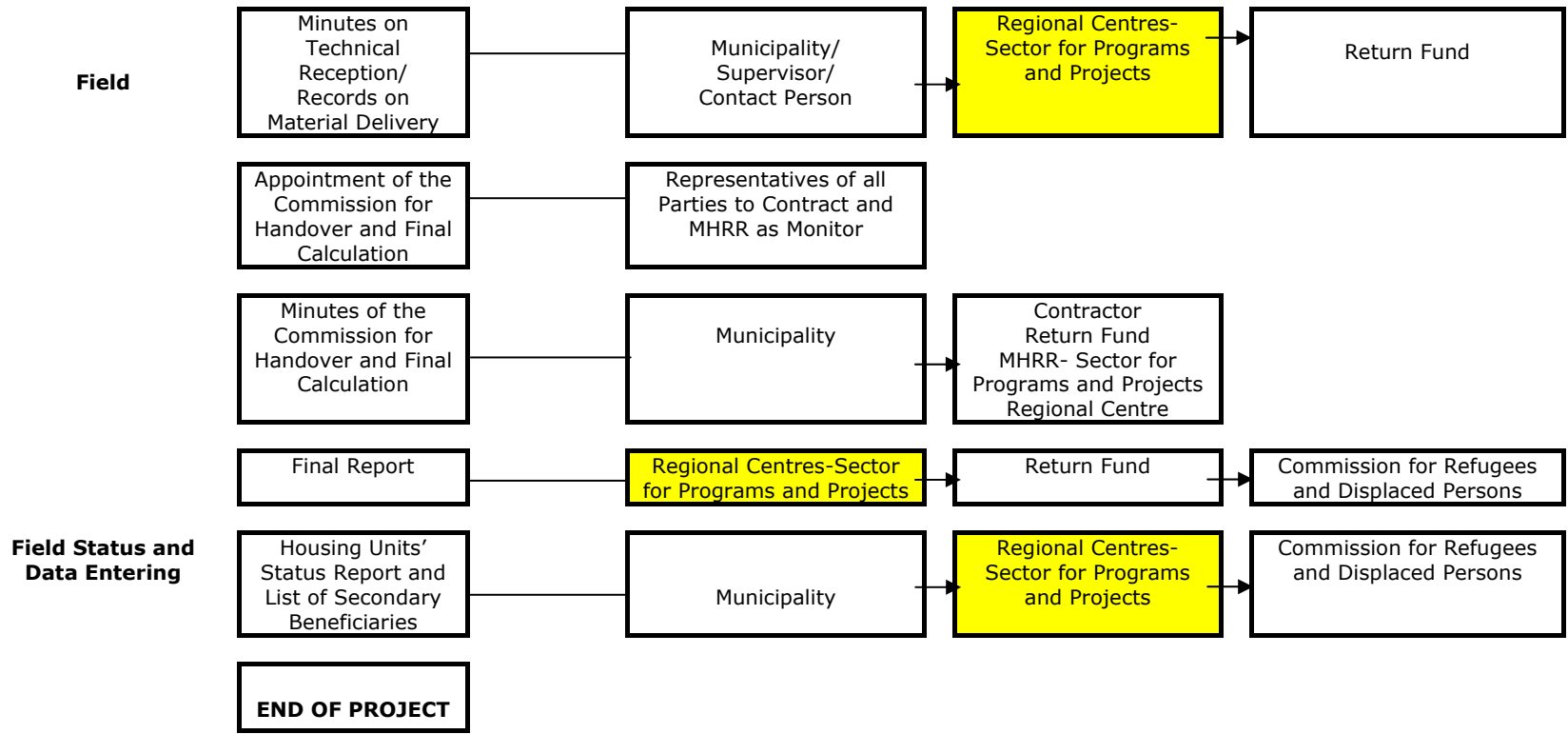












**Template Report  
On Implementation of Beneficiary Selection Procedures**

**REPORT ON IMPLEMENTATION OF BENEFICIARY SELECTION PROCEDURES**

1.	The Memorandum of Understanding protocol number					
2.	The Implementation Agency:					
3.	The municipality implementing the user selection procedure					
4.	The Public Invitation name:					
5.	The Public Invitation announced:	Yes		No		The way of announcing the Public Invitation:
6.	The duration of Public Invitation:					
7.	The Users Selection Committee formed	Yes		No		Comment
8.	The By-law on the Work of the Committee adopted:	Yes		No		Comment
9.	The Committee' way of work:					
10.	The recording of applications/requests performed:	Yes		No		Comment
11.	The fulfilment of the general and specific criteria checked:	Yes		No		Comment
12.	The potential users interviewed:	Yes		No		Comment
13.	The general estimation of the degree of damages and costs of housing units reconstruction carried out:	Yes		No		Comment
14.	The official notes of the authorized municipal institutions and/or Committee members performed:	Yes		No		Comment
15.	The kind of the aid proposed:					

16.	The preliminary list of selected aid users made:	Yes		No		Comment
17.	The preliminary list checked in the MHRR central database:	Yes		No		Comment
18.	Public announcement of the results of the users selection:	Yes		No		Comment
19.	The decisions related to appeals to the announced results of the users selection:	Yes		No		Comment
20.	The contracts with the aid users concluded:	Yes		No		Comment
21.	The report on the users selection procedure completed by the Committee for the Users Selection	Yes		No		Comment
22.	The users selection performed according to the Instruction:	Yes		No		Comment
23.	The monitors' report:					

<b>MHRR Monitor' Name:</b>	
<b>MHRR Monitor' Signature:</b>	
<b>Place and Date:</b>	



**Template Report  
On Implementation of Tender Procedures**

## TENDER REPORT

The Memorandum of Understanding protocol number:						
The Implementing Agency:						
Municipality:						
The Tender number:						
The Tender Name:						
The Tender Type:	Services		Works		Procurement of Material	
The Tender description:						
The Tender amount (KM)						
The Tender procedure:						
The Tender announcement method:						
The Tender announcement date:						
The Tender submission deadline:						
The number of members of the Committee for Supplies:						
Registration of received tenders:	Yes		No		Comment	
The Tender public opening:	Yes		No		Comment	
The formal compliance check:	Yes		No		Comment	
The completed technical evaluation:	Yes		No		Comment	



The completed financial evaluation:	Yes		No		Comment
<hr/>					
The valid bids number:					Comment
<hr/>					
The tender selection criterion is based on:					Comment
<hr/>					
Other:					Comment
<hr/>					
The report on tender evaluation completed by the Committee for Supplies:	Yes		No		Comment
<hr/>					
The monitor's report:					
<hr/>					
<b>MHRR monitor's name:</b>					
<hr/>					
<b>MHRR monitor's signature:</b>					
<hr/>					
<b>Place and date:</b>					



**Template Information on Contract and Contractor**

## THE INFORMATION ON THE CONTRACT

---

The Memorandum of Understanding protocol number:		
The company name:		
The tender number:		
The contract number:		
The date of signing:		
Duration (the number of months):		
The contract value:		

The sub-project code:						
The number of housing units:						
The value:						

\* Fill in only if the sub-project is related to the housing units' reconstruction.

## THE INFORMATION ON THE COMPANY

The company name				
The registration number		The year of its establishment		
State/Canton/Region				
Bank		Bank office		
The previous experience in similar projects (in years)				
Permanent staff number				
The indicators on company	Producer	<input type="checkbox"/>		
	Supplier	<input type="checkbox"/>		
	Subcontractor	<input type="checkbox"/>		
	Lead contractor	<input type="checkbox"/>		
	"turn key"	<input type="checkbox"/>		
	Craft association	<input type="checkbox"/>		
The company type	Private company	<input type="checkbox"/>		
	State/social company	<input type="checkbox"/>		
	Craftsman	<input type="checkbox"/>		
This year's turnover		Last year's turnover		
	Guarantee	<input type="checkbox"/>	Bank guarantee	<input type="checkbox"/>
	The security of claims	<input type="checkbox"/>	The third persons security	<input type="checkbox"/>



**Template Information on Disbursements/Beneficiaries**

## THE INFORMATION ON INDIVIDUAL PAYMENTS

---

The Memorandum of Understanding protocol number:

The company name:

The tender number:

The invoice number:

The invoice date:

The bank transfer order date:

The payment amount:

The Return Fund- the signature and the stamp:



## THE SUMMARY PAYMENTS BY THE CONTRACT

---

**The Memorandum of Understanding protocol number::**  
**The Return Fund:**  
**The reporting period:**

The tender number:	
The company selection procedure:	
The contract title:	
The winning company:	
The contract signing date:	
The contract duration:	
The original contract amount:	
Annex 1 of the contract:	
Annex 2 of the contract:	
The final contract amount:	

<b>PAYMENTS:</b>	<b>Amount (KM)</b>	<b>The invoice number</b>	<b>The invoice date</b>	<b>The bank transfer order date</b>
<b>Advance payment</b>				
<b>Payment No. 1</b>				
<b>Payment No. 2</b>				
<b>Payment No. 3</b>				
<b>Payment No. n</b>				
<b>Total :</b>				



**Template Monthly Report of the MHRR Monitor**

**The Memorandum of Understanding municipal protocol number:**

**The project title:**

**The municipality/agency for implementation:**

**The project value:**

**The planned date of completion of the project:**

**The reporting period :**

**1. The Progress during the Project Implementation**

**1.1. Social-Political Aspects**

The progress in beneficiary selection and return process is shown in the table below: Table 1. The progress in beneficiary selection and return process

<i>The number of the user families per locations</i>	The housing units planned number	(B) The selected aid users	(C) <sup>1</sup> % of the selected aid users	The signed contracts with aid users	The number of finished housing units	(D) The number of families which returned	(E) <sup>2</sup> % of the families which returned
Municipality Place/village/location							
<b>Total</b>							

**1.2. Technical Aspects**

The details of the tender process and the progress of works are presented in Table 2.

<sup>1</sup> The selected users percentage(%) is calculated by dividing column(B)with column(A)

<sup>2</sup> The returnee families percentage(%) is calculated by dividing column(D)with column(A)

Table 2: The survey of progress by tenders

The tender number:	The tender description	The applied procedure*	The tender announcement date	The opening date	The valid bids number	The contract value(€)	Progress (%)**		
							The delivered material	Self-aid	The contracted works

The housing units' reconstruction

*The Table 2.1. Technical checks carried out during the reporting period*

The contractor/ Tender No.	Works description	Location	The works quality acceptability (YES- acceptable, NO- unacceptable)	Remark

The electricity supply system reconstruction

The water supply system reconstruction

The sustainable return measures

**2. Problems during the implementation**

**3. The undertaken solutions**

**4. The following steps**

- 
- 
- 
- 

The date of visit on the field:

Those present:

**Template Monthly Report of the Municipality**

## PROGRESS REPORT

---

### The Memorandum of Understanding municipality protocol number:

**Municipality:** (to fill in the municipality name)

**Municipal department:** (to fill in the department name)

**The reporting period:** (to fill in the year and month which the report applies to)

### 1. The survey of activities during the reporting period

(To write down the most important events in the previous period, for example users selection process finished or the following deviations from the contract were approved with the names of documents by which they were approved, the mentioned activities are related to the implementation etc.)

#### **1.1. Beneficiary Selection**

(To write down briefly the progress in beneficiary selection, if it is late or if problems exist, write down why. It is necessary to fill in the table below. If the users have not been selected, or the housing units finished, etc. fill in 0)

Table 1. Progress in beneficiary selection and return progress

<i>The number of the user families per locations</i> Municipality/place/ village/location	(A) The housing units planned number	(B) The selected aid users	(C) <sup>1</sup> % of the selected aid users	The signed contracts with aid users	The finished housing units number	(D) The number of families which returned	(E) <sup>2</sup> % of the families which returned
<b>Total</b>							

### **2. Technical aspects**

#### **2.1. Details on tenders**

(The details on the conducted tender procedure, if it took place in the previous month should be written down in short description with its most important elements. Other details on tenders and the works progress have to be filled in table 2. below every month.)

<sup>1</sup> The selected users percentage (%) is calculated by dividing column (B) with column (A)

<sup>2</sup> The returnee families percentage (%) is calculated by dividing column (D) with column (A)



Table 2: Details on tenders

The tender number	The tender subject	The applied procedure	The tender invitation date	The tender opening date	The valid bids number	The contract value(€)	The progress (%)

**2.2. Housing units reconstruction**

*(write down briefly the most important developments in the previous period in this project implementation segment, for example the works dynamics, if the works started, if there are any delays, the reason why they have appeared, etc.)*

**2.3. The electricity supply system reconstruction**

*( the same as under 2.2.)*

**2.4. The water supply system reconstruction**

*(the same as under 2..2)*

**2.5. The sustainable return measures**

*(the details on the conducted poll, interviews with potential beneficiaries, details on tender procedure, type of assistance and allocation of funds for previous month)*

**3. Problems during the implementation**

*(to state the problems which appear during the implementation, which can significantly influence further project implementation process. State every problem separately, under a), b), etc. It is important to note only those issues that can have a considerable influence on the project implementation, works dynamics, or question the implementation of the project on the whole. Also, if a certain activity can improve the implementation, describe it briefly. If there are no such situations, write down «nothing to report».*

*If a problem from the previous month's report is solved/overcome during this reporting period, then it should not be repeated here, it should be stated at the beginning of this report under the item «1. The survey of the activities during the reporting period».*

**3.1 Problems during beneficiary selection**

**3.2 Problems during the reconstruction (housing units, electricity supply, water supply)**

**3.3 Problems related to the sustainable return measures**

#### **4. Solutions/undertaken steps**

(to state proposals or the undertaken measures/steps for solving the mentioned problems in the same order as they are mentioned under 3. a), b), etc. In case there are no such situations, write down «nothing to report»)

##### **4.1 Beneficiary Selection**

##### **4.2 The housing units reconstruction, electricity supply, water supply**

##### **4.3 Sustainability Measures**

#### **5. Planned activities**

(to state maximum three important activities in the project implementation planned for the period ahead, such as:)

- *To complete the users selection process and the signing of the Tripartite agreements;*
- *The announcement of tender for the low voltage network reconstruction in ..;*
- *The identification of beneficiaries for job creation , etc.)*

Field visit: *(write down the visit date)*  
Those present: *(name and family name, function)*  
The report prepared by: *(name and family name)*  
Date: *(insert date of the report drafting)*



**Template Report on Housing Units Status  
and on Recorded Defects**

BOSNA I HERCEGOVINA



*Ministarstvo za ljudska prava i izbjeglice  
Ministry for Human Rights and Refugees*

**REPORT ON RECORDED DEFECTS**

<b>For</b>	Municipality _____	<b>Fax:</b>	
<b>From</b>	Ministry for Human Rights and Refugees	<b>Ref.</b>	
<b>Office</b>		<b>Tel:</b>	
<b>Date</b>			
<b>Subject</b>	The observed shortcomings report		

We are sending you our comment based on the field visit on the day of \_\_\_\_\_ in the aim of the survey of reconstruction of \_\_\_\_\_ housing units in the \_\_\_\_\_ municipality.

The following is the Summary survey of the observed shortcomings found by the monitors during the field visit on the day of \_\_\_\_\_ in the presence of the \_\_\_\_\_ representatives.

<b>For housing units No.:</b>	<b>Observed shortcomings:</b>

In case of any possible additional questions, do not hesitate to contact me by the above telephone number.

Sincerely,

MHRR Monitor

\_\_\_\_\_  
(Name, Surname, Signature)

Cc:

*Sarajevo, Trg BiH 1, Tel./Fax: 033/443-015*

**Template Report on Works (Monitoring Database Report)**

❖ Ugovori

❖ Firme/ugovarači

❖ Stambene jedinice

❖ Izvještaji

## Stambena jedinica

Osnovni podaci

Stanje radova

U redu

Odustani

Datum posjete	<input type="text" value="01/01/0001"/>	<input type="button" value="..."/>
Trenutni status	<input type="checkbox"/> Identificirana <input type="checkbox"/> Radovi započeti <input type="checkbox"/> Procijenjena <input type="checkbox"/> Radovi završeni <input type="checkbox"/> Ugovor potpisan <input type="checkbox"/> <b>Useljena!</b>	
Temelji	<input type="text" value="&lt;odaberite opciju"/>	<input type="text"/>
Konstrukcija	<input type="text" value="Prihvatljivo"/>	<input type="text" value="2"/>
Krov	<input type="text" value="Dobro"/>	<input type="text"/>
Stolarski radovi	<input type="text" value="Dobro"/>	<input type="text"/>
Podovi	<input type="text" value="Dobro"/>	<input type="text"/>
Malterisanje	<input type="text" value="Dobro"/>	<input type="text"/>
El. instalacije	<input type="text" value="Dobro"/>	<input type="text" value="Electricity - yes. Water - yes."/>
San. instalacije	<input type="text" value="Prihvatljivo"/>	<input type="text" value="The floor in the bathroom is not with a good slope"/>
Elektro priključak	<input type="text" value="&lt;odaberite opciju"/>	<input type="text"/>
VIK priključak	<input type="text" value="&lt;odaberite opciju"/>	<input type="text"/>



**Template Final Report**

## PROJECT DATA

### General information on the project:

**The Memorandum of Understanding protocol number:**

**Project title:**

**Implementation municipality/agency:**

**The date of beginning:**

**The contract duration:**

**The date of completion:**

**The extension time:**

**The changed date of completion:**

**The project status:**

## FINANCIAL DATA

The survey of this program by the Ministry for Human Rights and Refugees (MHRR) is limited to the project component costs under item 1. of the budget (the Attachment: Annex 3 of the Contract).

Table 1: Budget survey, as of: *(date)*

	<b>(A)</b> <b>Contracted</b> <b>Budget 1</b> <b>(KM)</b>	<b>(B)</b> <b>Spent 2</b> <b>(KM)</b>	<b>(C)</b> <b>Difference</b> <b>(KM)</b>	<b>(D)</b> <b>Difference</b> <b>(%)</b>
<b>Project components</b>				
<b>Housing units reconstruction</b>				
<b>Technical infrastructure reconstruction</b>				
<b>The sustainable return measures</b>				
<b>Supervision</b>				
<b>The costs of creation of project documentation</b>				
<b>Total</b>				

1 Contracted budget approved by BiH Commission for Refugees and Displaced Persons

2 Spent amount according to the Return Fund's financial report

## **1. Survey**

State any deviations during the implementation of the project which were approved by the Return Fund through annexes of contracts

### **Summary:**

## **2. The project implementation and description**

### **2.1. Introduction**

### **2.2. The Description of Activities**

#### **2.2.1. Social-Political Aspects**

#### **2.2.2. Beneficiary Selection**

### 2.2.3. The Housing Units Reconstruction

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### 2.2.4. The Infrastructure Reconstruction

#### 2.2.4.1. The electricity supply system reconstruction

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#### 2.2.4. The water supply system reconstruction

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### 2.2.5. The Tender Procedure and the Works Performance

Table 2: I A sub-contracted items: offer/procurement and progress

The Tender Number.	The Subject	The applied procedure	The invitation date	The bid opening date	The valid bids number	The contract value (KM)	Progress (%)		
							The procured material	The works (self-aid)	The works (contracted)

#### 2.2.5.1. The housing units reconstruction

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#### 2.2.5.2. The infrastructure reconstruction

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#### 2.2.5.3. The sustainable return measures

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### **2. 3. Secondary Return-related Beneficiaries**

Details on secondary beneficiaries:  
(Attachment: Annex 6.)

#### **Summary:**

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## Occupancy

Table 3. Occupancy

Location/Municipality	Nationality/ Ethnicity	Number of reconstructed housing units	Occupancy Rate (%)	Empty Housing Units (%)
	Bosniaks			
	Croats			
	Serbs			
	Others			
<b>Total</b>				

### 3. Financial Status

Table 4. enables the detailed analysis of the costs incurred during the project implementation (coding in accordance with the budget survey within Item 1 of the budget analysis from Annex 3 of the contract).

Table 4: the detailed analysis of the budget and costs as of (date):

	(A) Contracted Budget 3 (KM)	(B) Spent 4 (KM)	(C) Difference (KM)	(D) Difference (%)
<b>Project components</b>				
<b>Project components</b>				
<b>Housing units reconstruction</b>				
<b>Technical infrastructure reconstruction</b>				
<b>Sustainable return measures</b>				
<b>Supervision</b>				
<b>Costs of creation of project documentation</b>				
<b>Total</b>				

**Summary:** a brief analysis of financial report shows the following:

- 
- 
- 
- 
- 

The detailed survey is attached in the Annexes to this report.

3 Contracted budget approved by BiH Committee for Refugees and Displaced Persons

4 Spent amount according to the Return Fund's financial report

## **4. The Municipalities Work Performance Evaluation**

### **4.1. Social/political engagement**

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### **4.3. Technical capacities**

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### **4.3. Reporting and procedures**

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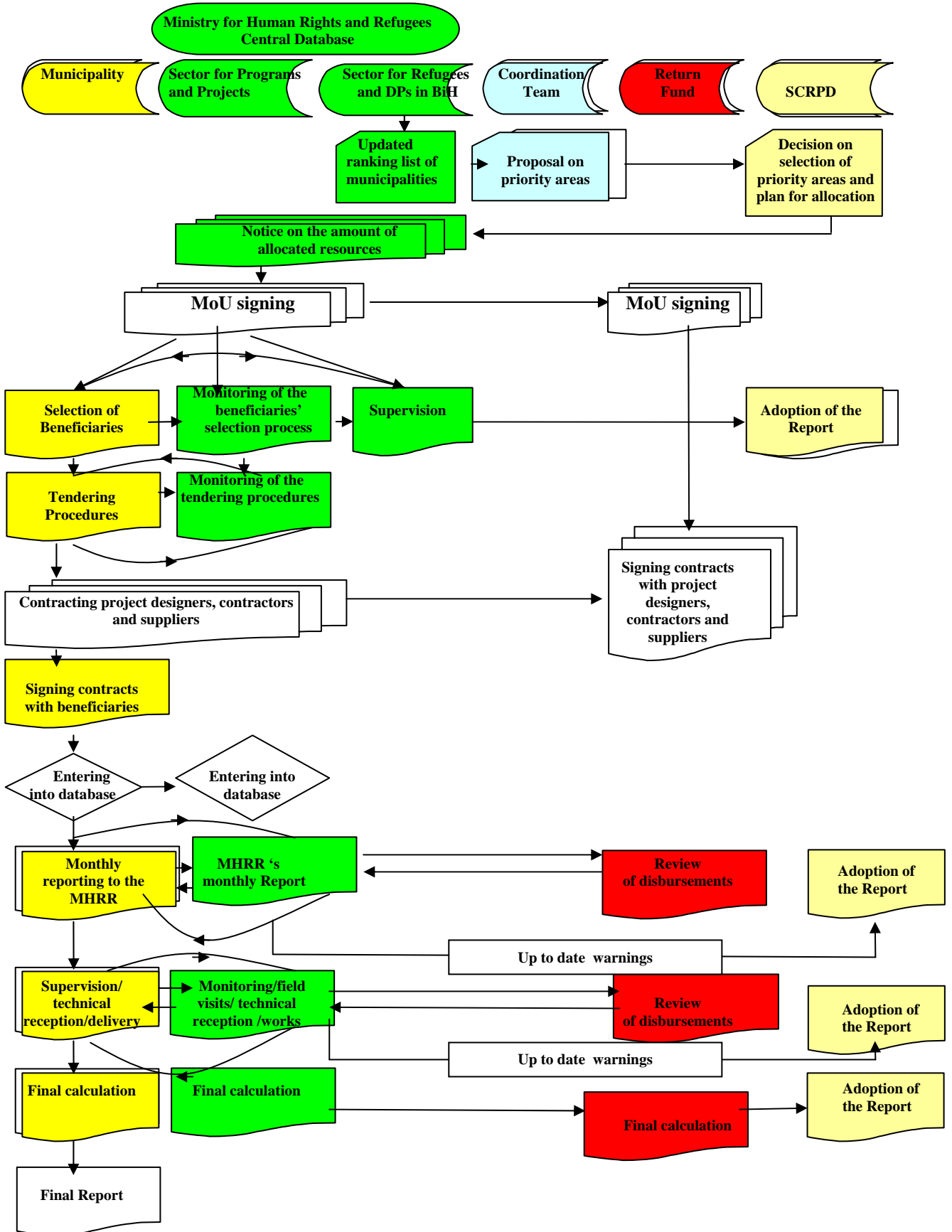
## **5. Conclusion and Recommendations**

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## **6. List of Annexes**

<b>1.</b>	<b>Details of projects with sub-projects</b>
<b>2.</b>	<b>Detailed project status</b>
<b>3.</b>	<b>Detailed project status with sectors and sub-sectors</b>
<b>4.</b>	<b>Survey of contracts and contractors within sub-projects</b>
<b>5.</b>	<b>The report on housing units status</b>
<b>6.</b>	<b>The list with the addresses of owners/beneficiaries and secondary beneficiaries</b>

## COMMUNICATION FLOW AMONG ALL PARTICIPANTS





**ANNEXES**  
*Laws and Instructions*



**Law on Refugees from BiH and Displaced Persons in BiH**

## **LAW**

### **ON REFUGEES FROM BOSNIA AND HERZEGOVINA AND DISPLACED PERSONS IN BOSNIA AND HERZEGOVINA**

#### **I- General provisions**

##### **Article 1**

This Law shall regulate the acquisition and cessation of the status of refugees from Bosnia and Herzegovina (hereinafter: refugees from BH), displaced persons in Bosnia and Herzegovina (hereinafter: displaced persons), returnees, the rights of refugees from BH, displaced persons, returnees, the method of exercising their rights and means of support in creating conditions for the return of refugees from BH and displaced persons, as well as other issues relating to refugees from BH, displaced persons and returnees.

##### **Article 2**

Refugees from BH, displaced persons and returnees shall, in addition to the rights they are entitled to under this Law and Entity laws, enjoy in full equality the same rights and freedoms guaranteed by international provisions and BH and Entity laws as do other citizens, and shall not be discriminated against in the enjoyment of any right on any ground whatsoever.

#### **II - Acquisition and cessation of the status of refugees from BiH and displaced persons**

##### **Article 3**

For the purpose of this Law, a refugee from BH is a citizen of Bosnia and Herzegovina who is outside of Bosnia and Herzegovina, and who has been expelled from his/her habitual residence as the result of conflict or left his/her habitual residence in Bosnia and Herzegovina and escaped abroad, after 30 April 1991, owing to a well-founded fear of being persecuted for reasons of race, religion, nationality, membership to a particular social group or political opinion, and who is neither able to return in safety and with dignity to his/her former habitual residence nor has voluntarily decided to settle permanently elsewhere outside of BH.

##### **Article 4**

A displaced person is a citizen of Bosnia and Herzegovina, residing within Bosnia and Herzegovina, who has been expelled from his/her habitual residence as the consequence of the conflict, or left her/his habitual residence, after 30 April 1991, owing to a well-founded fear of being persecuted for reasons of race, religion, nationality, membership to a social group or political opinion, and who is neither able to return in safety and with dignity to his/her former habitual residence nor has voluntarily decided to take up permanent residence elsewhere.

### **Article 5**

The status of a refugee from BH during his/her stay in a host country shall be determined according to rules and regulations of that country.

The status of a displaced person shall be acquired on the basis of this Law and Entity laws.

### **Article 6**

The status of a refugee from BH shall cease if a person:

- a) returns to his/her former habitual residence in BH, in safety and with dignity;
- b) voluntarily decides to take up another permanent residence in BH or outside of BH, on the basis of overall and objective information relevant for choice of the place of permanent residence.

A refugee from BH who has returned to BH, but has not re-established himself/herself in his/her former habitual residence, nor has chosen to take up permanent residence elsewhere in BH, shall acquire the status of a displaced person according to the procedure regulated by Entity laws.

### **Article 7**

The status of a displaced person shall cease if a person:

- a) voluntarily returns to his/her former habitual residence;
- b) refuses to return to his/her former habitual residence, although voluntary return to the place of his/her former habitual residence, in safety and with dignity, is possible, and if there are no compelling reasons arising out of previous persecution or other strong humanitarian reasons;
- c) takes up, in safety and with dignity, permanent residence elsewhere in the place of his/her voluntary choice;
- d) and if there are other reasons regulated by Entity laws.

### **Article 8**

Returnees are refugees from BH, or displaced persons, who have, to the competent bodies, expressed their wish to return to their former habitual residence, and who are in the process of the return, as well as refugees from BH and displaced persons who have already returned to their former habitual residence.

The status and cessation of the status of a returnee shall be acquired on the basis of this Law and pursuant to the procedure prescribed by Entity laws.

The status of a returnee shall cease upon the expiration of a six months period, counting from the day of his/her re-establishment in his/her former habitual residence, i.e. of his/her settling permanently elsewhere in BH.

## **III The rights of refugees from BH, displaced persons and returnees**

### **1) The right to return to former habitual residence**

#### **Article 9**

Refugees from BH and displaced persons shall have the right freely to return to their former habitual residence.

### **Article 10**

The return of refugees from BH and displaced persons to their former habitual residence shall be done in a safe, organised and phased manner, with respect for their freedom of movement and full protection of their personal safety and their property.

With a view to improving efficiency and co-ordination of the activities which are being taken or are to be taken by the competent bodies and organisations in creating conditions for the return, UNHCR shall, in co-operation with the Ministry of Human Rights and Refugees and the competent Entity ministries, prepare the Programme for the Return of Refugees from BH and Displaced Persons, within a 4 months deadline, from the day of entering into force of this Law. The Program for the Return of Refugees from BH and Displaced Persons referred to in previous section shall be adopted by the Council of Ministries.

## **2) The right to choose another permanent residence**

### **Article 11**

Refugees and displaced persons shall have the right to choose another permanent residence.

Another permanent residence has to be chosen voluntarily and based on the objective information with reference to all the facts relevant for making a choice decision.

### **Article 12**

By choosing another place of permanent residence, refugees from BH and displaced persons shall not confine those refugees from BH and displaced persons who have decided to return to their former habitual residence, in their right to return.

## **3) The right to have their property returned**

### **Article 13**

Refugees from BH and displaced persons shall have the right to have restored to them property of which they were deprived in the course of the hostilities since 30 April 1991 as well as to be compensated for any property that cannot be restored to them.

### **Article 14**

The return of real property is presumed to be an absolute lawful and actual possibility of a real property owner to dispose of his/her real property in the manner he/she voluntarily decides upon.

## **4) The right to recover occupancy right**

### **Article 15**

Refugees from BH and displaced persons in BH shall have the right to repossess the apartments for which they had occupancy rights on 30 April 1991 in accordance with Entity regulations.

### **Article 16**

In addition to the rights outlined in Articles 9 through 15 of this Law, refugees from BH shall during their stay in host countries have:

- a) the right to be objectively and comprehensively informed on the situation in BH, FBH and RS, and in particular on the situation in their former habitual residence, in order to make a decision on the voluntary return to BH;
- b) the right to have additional education organised by the competent FBH and RS services in host countries through the Ministry of Foreign Affairs and the BH Ministry for Human Rights and Refugees;
- c) the right to use consular and other services of BH in host countries in order to regulate their rights, in particular the right to return to BH.

Refugees from BH shall, upon deciding to return to BH, have the right to enjoy privileges regarding their personal transportation as well as transfer of their belongings from a host country to a transit centre in BH, or to the place of their former habitual residence, in the manner and under the conditions which shall be regulated by this Law and according to by-laws passed on the basis of this Law.

### **Article 17**

In addition to the rights they are entitled to under Article 9 through 15 of this Law, displaced persons shall, while holding their status, enjoy other rights established and exercised in pursuance with the regulations of the competent Entity, Cantonal or municipal bodies, particularly those relating to economic and social security, health care, as well as freedom of religious expression and of political activity.

### **Article 18**

Returnees shall, while holding their status, be entitled to:

- a) assistance in the necessary reconstruction of their private houses or apartments
- b) use of credits to start businesses in order to make income for themselves and their families
- c) adequate financial assistance
- d) essential food
- e) necessary clothing
- f) primary health care
- g) primary education and
- h) social welfare providing that they are unemployed.

The method of exercising those rights shall be regulated by BH and Entity regulations.

## **IV - The method of exercising the rights of refugees from BH and displaced persons**

### **Article 19**

Refugees from BH and displaced persons shall exercise their rights defined in Chapter III of this Law, under the conditions and according to the procedure stipulated by regulations passed on the basis of Annex 7 of the General Framework Agreement for Peace in BH.

### **Article 20**

Employees of the State, Entity, Cantonal or municipal bodies, in charge of processing requests of refugees from BH and displaced persons, as regards the

exercise of their rights, as well as other persons who prevent or delay the exercise of those rights without any justification, shall be held liable for such actions.

### **Article 21**

The Ministry for Human Rights and Refugees shall have a policy-making, coordinating and supervisory role ensuring uniform and harmonized realization of objectives identified by Annex 7 of the General Framework Agreement for Peace in Bosnia and Herzegovina (hereinafter: Annex 7) throughout the territory of BiH and it shall perform its tasks in a manner that guarantees equal opportunities for refugees, displaced persons and returnees.

Within the scope of its authority, defined by the Law on Ministries and Other Bodies of Administration of Bosnia and Herzegovina, the Ministry for Human Rights and Refugees shall:

- follow up and analyze issues pertaining to the conditions in the asylum countries of BiH refugees, as well as the positions of those countries with regard to repatriation to Bosnia and Herzegovina;
- co-ordinate preparation of return and repatriation plans by the Entity Governments, Brcko District of BiH, governmental and non-governmental organizations, as well as monitor and oversee their realization;
- follow up on the return of refugees from BiH together with the responsible Entity authorities and in co-operation with the UNHCR, other international organizations, and non-governmental organizations;
- pertaining to bilateral and multilateral co-operation between BiH and other countries and international organizations, present the status of data relevant for the return of refugees from BiH and displaced persons to their former habitual residence, in accordance with the applicable data protection standards, and, in relation to this, present and promote projects that create conditions for the return of those persons;
- co-ordinate inter-Entity co-operation, in particular with regard to the return of refugees from BiH, and evaluate, within the Commission for Refugees and Displaced Persons of Bosnia and Herzegovina, the activities of the Entities, Brcko District of BiH, and other levels of authority in the realization of the Strategy for the Implementation of Annex 7 of the Dayton Peace Agreement;
- make assessments on the number of refugees from BiH, in co-operation with the diplomatic and consular offices of BiH, asylum countries of refugees from BiH, UNHCR, and other relevant international organizations;
- maintain documentation on refugees from BiH who have returned to BiH, maintain and manage all relevant databases, and ensure that relevant data are shared with the Entities and Brcko District of BiH through the Ministry for Human Rights and Refugees, through the Commission for Refugees and Displaced Persons of Bosnia and Herzegovina, and in other ways, in accordance with the applicable data protection standards;
- formulate objectives pertaining to the realization of Annex 7, as well as monitor and oversee their uniform implementation throughout the territory of BiH;



- co-ordinate and oversee the realization of reconstruction projects and projects ensuring sustainability of return;
- inform the public and domestic and international institutions on the realization of Annex 7 objectives;
- undertake any other activity pertaining to the implementation of Annex VI and Annex 7.

#### **Article 21a**

To implement the tasks referred to in Article 21 of this Law, the Ministry for Human Rights and Refugees shall establish regional centres in Sarajevo, Banja Luka, Tuzla and Mostar.

The regional centres shall be primarily responsible for monitoring and evaluating return-related issues, as well as for monitoring the implementation of agreed projects of integrated return and reconstruction in their respective areas of responsibility, thus ensuring the required level of coordination and harmonization BiH-wide.

#### **Article 22**

In addition to its duties referred to in Articles 21 and 21a, the Ministry for Human Rights and Refugees shall ensure that the selection of beneficiaries of return and housing reconstruction projects is uniform and transparent throughout the territory of BiH.

The general criteria for identifying potential beneficiaries of return and housing reconstruction projects shall include:

1. that he/she is a refugee from BiH, displaced person in BiH, or returnee;
2. that he/she has expressed intention to return;
3. that the ownership status or occupancy right on the housing unit that is subject to reconstruction has been established;
4. that the housing unit that is subject to reconstruction was his/her permanent residence on 30 April 1991;
5. that the housing unit that is subject to reconstruction is deemed uninhabitable, pursuant to the applicable standards on the minimum housing conditions;
6. that he/she and his/her household members since 1991 do not have another housing unit on the territory of BiH that is deemed inhabitable, pursuant to the applicable standards on the minimum housing conditions;
7. that he/she has not received reconstruction assistance sufficient to meet the applicable standards on the minimum housing conditions.

The Ministry for Human Rights and Refugees, the Entity Governments, and the BiH Brcko District Government shall, within the Commission for Refugees and Displaced Persons of Bosnia and Herzegovina, mutually agree on the specific criteria for selecting priority beneficiaries and rendering reconstruction and return assistance, as well as on the required standards and procedures ensuring compliance with the general and specific criteria, full transparency of the process, and information for the beneficiaries.

The Ministry for Human Rights and Refugees, the responsible Entity Ministries, and the responsible bodies of the Brcko District of BiH shall, through their by-laws, ensure the application of the specific criteria, standards and procedures referred to in the previous paragraph.

## **V - Commission for Refugees and Displaced Persons of Bosnia and Herzegovina**

### **Article 23**

The Commission for Refugees and Displaced Persons of Bosnia and Herzegovina (hereinafter: the Commission) shall, in principle, take decisions by consensus to coordinate efforts of the Entities and the Brcko District of BiH aimed at the full realization of Annex VII. In case a decision cannot be taken by consensus, the decision shall be considered adopted when two members of the Commission from each of the three constituent peoples of Bosnia and Herzegovina vote for it.

The Commission shall, in particular, be responsible for:

- approving return and reconstruction projects collected and forwarded for its consideration by the Ministry for Human Rights and Refugees;
- approving joint projects that shall be implemented through the Return Fund;
- authorizing the financial realization of approved reconstruction and return projects through the Return Fund;
- supervising the financial realization of approved reconstruction and return projects, including the preservation of the Return Fund assets;
- providing guidance in drafting of by-laws regulating the work and organization of the Return Fund;
- reviewing quarterly and interim reports of the Return Fund Director on the management of assets and financial realization of approved reconstruction and return projects.

### **Article 23a**

The Commission shall have nine members, three from each constituent people of Bosnia and Herzegovina.

The Ministry for Human Rights and Refugees shall, in agreement with the Council of Ministers of Bosnia and Herzegovina, nominate four members, the Entity Governments shall nominate two members each, one of which shall be the Minister for Displaced Persons and Refugees from each Entity, and the BiH Brcko District Government shall nominate one member of the Commission. The Minister for Human Rights and Refugees shall mandatory be one of the members on behalf of the Council of Ministers. The nominated members shall be appointed by the Presidency of Bosnia and Herzegovina within 30 days from the entry into force of this Law.

The Council of Ministers of Bosnia and Herzegovina shall invite the Heads of Mission of the UNHCR, OHR and OSCE to designate their representatives to participate, as observers, in the work of the Commission.

The status of observer in the Commission shall also be given to organizations and associations dealing with the issue of refugees and displaced persons in Bosnia and Herzegovina, the representative of which shall be appointed by the Presidency of Bosnia and Herzegovina at the proposal of the Ministry for Human Rights and Refugees.

#### **Article 23b**

The Commission shall convene its sessions in Sarajevo and, by agreement of the members of the Commission, in other places in Bosnia and Herzegovina.

The Ministry for Human Rights and Refugees shall provide appropriate administrative and technical support to the Commission.

### **I - Return Fund**

#### **Article 24**

In support of the return and reintegration of refugees from BiH and displaced persons in BiH, a Return Fund shall be established by this Law, as an autonomous administrative organization.

#### **Article 24a**

The Return Fund shall be managed by a Director, appointed by the Council of Ministers of Bosnia and Herzegovina in accordance with the Law on Civil Service in the Institutions of Bosnia and Herzegovina.

The Director, the Chair of the Commission and the Minister for Human Rights and Refugees shall be representatives of all three constituent peoples.

The Director shall be responsible for the financial realization of return and reconstruction projects approved by a decision of the Commission, as well as for proposing a Rule Book on Internal Organization of the Return Fund, a Rule Book on Funds Management of the Return Fund, and other by-laws that may be required by the Commission.

For the financial realization of the decisions referred to in the previous paragraph, the Director shall be responsible to the Commission.

Besides the Director, the Return Fund shall have, in the initial phase, up to three employees, of whom at least two shall be financial experts of proven skills and experience pertaining to financial contracts and project implementation.

#### **Article 24b**

The internal organization of the Return Fund shall be governed by a Rule Book on Internal Organization of the Return Fund.

The Rule Book on Internal Organization of the Return Fund shall be drafted in agreement with the Commission.

Prior to its adoption, the Draft Rule Book on Internal Organization of the Return Fund shall be submitted to the Minister of Justice for an opinion.

The Rule Book on Internal Organization of the Return Fund shall be passed by the Council of Ministers of Bosnia and Herzegovina.

#### **Article 24c**

The Return Fund shall be financed from primary and secondary sources.

The primary sources of financing the Return Fund shall include State, Federation of BiH, Republika Srpska and BiH Brcko District budgetary funds intended for return and reconstruction purposes.

The secondary sources of financing the Return Fund may include budgets of the Cantons in need of reconstruction, international sources, donations, voluntary contributions, and other available sources.

The assets at the disposal of the Return Fund or allocated via the Return Fund shall only be used for the realization of return and reconstruction projects approved by a decision of the Commission.

#### **Article 24d**

The Return Fund shall be a budget beneficiary, and it shall operate under the Treasury Law of the Institutions of Bosnia and Herzegovina.

The Return Fund shall have a separate sub-account for the collection of funds intended for the realization of return and reconstruction projects.

Specific terms of funds management ensuring transparency and accountability shall be governed by a Rule Book on Funds Management of the Return Fund.

The Rule Book on Funds Management of the Return Fund shall be drafted in consultations with the Commission.

Prior to its adoption, the Draft Rule Book on Funds Management of the Return Fund shall be submitted to the Minister of Finance and Treasury for an opinion.

The Rule Book on Funds Management of the Return Fund shall be passed by the Council of Ministers of Bosnia and Herzegovina.

Supervision of the financial affairs of the Return Fund shall be carried out by the Ministry of Finance and Treasury of Bosnia and Herzegovina and the Office of the Supreme Auditor of the financial affairs of the institutions of Bosnia and Herzegovina.

### **VII – Resources for exercising the rights of refugees from BiH, displaced persons in BiH and returnees**

#### **Article 25**

Resources for exercising the rights of refugees from BiH, displaced persons in BiH and returnees shall be provided:

- from the Return Fund,
- from the BiH budget,
- from Entity and BiH Brcko District budgets,

- from Cantonal and municipal budgets,
- from financial and other assistance of host countries of refugees from BiH,
- by relevant international organizations,
- from donations and credits received from international financial institutions for these purposes, and
- from donations from the private sector.

## **VIII - Transitional and final provisions**

### **Article 26**

The Entity authorities shall, within 60 days from the day of entering into force of this Law, harmonise their laws and by-laws with this Law.

### **Article 27**

This Law shall enter into force on the eighth day upon its publication in the "Official Gazette of BH".

<b>Original Law</b>	<b>Amendments</b>	<b>Amendments</b>
„Official Gazette of BH”, no.23/99 dated 23/12/1999 PS BiH no. 35/99 dated 3/12/1999 Sarajevo	„Official Gazette of BH”, no.21/03 dated 24/07/2003 PS BiH no. 70/03 dated 18/07/2003 Sarajevo	„Official Gazette of BH”, no.33/03 dated 05/11/2003 PS BiH no. 94/03 dated 30/09/2003 Sarajevo
Presiding of the House of Representatives of BH Parliamentary Assembly <b>Mirko Banjac</b> , MA		Presiding of the House of Peoples of BH Parliamentary Assembly <b>Izet Žigić</b> , PhD
Presiding of the House of Representatives of BH Parliamentary Assembly <b>Šefik Džaferović</b>		Presiding of the House of Peoples of BH Parliamentary Assembly <b>Velimir Jukić</b>
Presiding of the House of Representatives of BH Parliamentary Assembly <b>Nikola Špirić</b> , PhD		Presiding of the House of Peoples of BH Parliamentary Assembly <b>Mustafa Pamuk</b>



**INSTRUCTION  
ON THE IMPLEMENTATION OF THE PROCEDURES FOR  
SELECTION OF THE HOUSING UNITS RECONSTRUCTION  
AID PROGRAM BENEFICIARIES AIMING THE RETURN**

**MINISTRY FOR HUMAN RIGHTS AND REFUGEES**

**153**

Pursuant to Articles 3 and 5 of the Law on the Amendments to the Law on Refugees from BiH and Displaced Persons in BiH (Official Gazette of Bosnia and Herzegovina no. 33/03 of 5 November 2003) after the harmonization at the 3<sup>rd</sup> session of the Commission for Refugees and Displaced Persons of Bosnia and Herzegovina held on 6, April 2004 in Sarajevo the Minister of Human Rights and Refugees hereby has passed

**INSTRUCTION**

**ON THE IMPLEMENTATION OF THE PROCEDURES FOR SELECTION OF THE HOUSING UNITS RECONSTRUCTION AID PROGRAM BENEFICIARIES AIMING THE RETURN**

**I - GENERAL PROVISIONS**

The instruction shall define criteria and procedures for the selection of beneficiaries in housing units' reconstruction aid aiming the return, composition of the Commission for selection of beneficiaries, publishing results and reporting.

The paper hereto shall provide instructions and guidelines to competent municipal bodies and other representatives of local communities as their partners in the process needed in the implementation of the priority reconstruction aid program beneficiaries' selection process.

The entire program shall be implemented in harmony with provisions of the Law on Free Access to Information in Bosnia and Herzegovina (Official Gazette of Bosnia and Herzegovina 28/00) and the Law on Protection of Personal Data (BIH Official Gazette 32/01).

**II – CRITERIA FOR THE AID BENEFICIARIES' SELECTION**

**1. General Criteria**

The general criteria are eliminatory and binding for all aid beneficiaries.

General criteria for identifying potential beneficiaries of the return and housing reconstruction aid projects shall be:

- The beneficiary is a refugee from BiH, a displaced person in BiH or a returnee,
- The beneficiary has expressed his/her will to return,
- The ownership or occupancy right status over the housing unit subject to reconstruction has been identified,
- The beneficiary had his/her place of residence in the housing unit subject to reconstruction on 30 April 1991,
- The housing unit subject to reconstruction is considered inhabitable in line with specified standards on the minimum of housing conditions,
- The beneficiary/ head of family household and members of his/her family household since 1991 have had no other housing unit in BiH territory, which is considered habitable in line with specified standards on the minimum of housing conditions,
- The beneficiary did not receive any reconstruction aid sufficient to meet with required norms in line with specified standards on the minimum of housing conditions.

**2. Documents serving as evidence that the general criteria have been met**

A certificate issued by competent body on the status (for all members of the returnee family applied for reconstruction aid):

- Refugees from BiH - Appropriate certificate (refugee ID/card) regarding the status of a refugee from BiH,
- Displaced persons in BiH - Certificate issued by a competent body in the municipality of temporary residence related to the status of displaced person,
- Returnees - Certificate of a competent municipal body of the municipality of return.



## 2.2. Application for voluntary return (*Form 1*)

The application for voluntary return shall be submitted in line with the Instruction on Return of BiH Refugees and Displaced Persons in the Territory of Bosnia and Herzegovina (OG BiH 22/99 of 15 Dec 1999) on certified Form 1 as follows:

- Refugees from BiH - Application for voluntary return of BiH refugees to the territory of Bosnia and Herzegovina,
- Displaced persons returning to the BiH Federation - Application for voluntary return of displaced persons and refugees – returnees to the BiH Federation,
- Displaced persons returning to RS - Application for voluntary return of displaced persons and refugees – returnees to RS.

## 2.3. Evidence on ownership/ occupancy right

The status of ownership or occupancy right on the housing unit, which is subject to reconstruction, shall be proved by the documents as follows:

- Land registry excerpt - An excerpt from the cadastral records which may not be older than 6 (six) months, and/or
- CRPC Decision – The decision of the Commission for Property Claims of Refugees and Displaced Persons, and/or
- Ruling on repossession of property/occupancy right - Ruling issued by competent municipal body on reinstatement or repossession.

## 2.4. Certificate on Change of Temporary Residence

The certificate on the change of temporary residence of the reconstruction aid applicant issued by a competent body in charge of interior affairs shall prove that the aid beneficiary had his/her place of residence in the housing unit subject to reconstruction on 30 April 1991. It is necessary to submit the original certificate on the change of temporary residence or its certified copy.

## 2.5. Signed and certified statement of the aid beneficiary

The statements that the aid beneficiary/ head of family household and members of his/her family household in 1991 who applied to receive the reconstruction aid have no other housing unit in BiH territory which is considered as habitable in harmony with defined norms on the minimum of housing conditions (IMG standard) and that the aid beneficiary received no reconstruction aid sufficient to meet the established standards.

## **3. Specific Criteria**

Meeting the special criteria stated below shall serve the Beneficiary Selection Committee at municipal level as a basis for the assessment of needs of potential beneficiaries according to the priorities and assist them in selecting the reconstruction aid beneficiaries in a transparent manner respecting the principles of non-exclusive and equal right to the access to reconstruction aid by any potential beneficiary.

The aid beneficiary has returned to his/her prewar place of residence and lives in conditions below the established housing minimum including the beneficiaries temporarily dwelling in tent settlements, camps, containers etc.,

The aid beneficiary belongs to categories as:

- Social category,
- Disabled/invalid persons,
- Unemployed persons,
- Deficient vocational staff,
- Single parents,
- Minor children without parental care,
- Families of killed soldiers,
- Families of missing persons and former camp inmates.

The beneficiary dwells in collective accommodation centres (transit- reception and collective centres), alternative accommodation or meets criteria and has/exercises the right to alternative accommodation.

Number of family household members returning to the pre-war place of residence and their age.

#### **4. Documents that serve as a proof that special criteria are met**

4.1. Beneficiaries who have already returned to their pre-war place of residence and families in the return process - The certificate on the change of temporary place of residence already mention at the list of documents, which serve as evidence that general criteria have been met, shall prove that the aid beneficiary has registered place of residence at the address where the unit subject to reconstruction is located while the certificate issued by local community/ municipality proves that the aid beneficiary/ family is a returnee.

4.2. The aid beneficiary belonging to respective categories - All valid documents that confirm belonging to respective groups. The valid documents construe to mean certified documents issued by competent bodies/ institutions:

- Single parents of minor children and persons living on social aid – certificate issued by competent social service,
- Chronically ill persons- certificate issued by an appropriate health institution,
- Deficient personnel – certificate that s/he has a job in the place of return,
- Certificate on hiring issued by the employer,
- Employer's letter of intention etc.

4.3. The beneficiary is dwelling in collective accommodation centres (transit-admission and collective centres), alternative accommodation or meets criteria and has/exercises the right to alternative accommodation:

- The stay in collective accommodation centres – certificate issued by transit- admission or collective centre,
- Persons in alternative accommodation or meet criteria for and are entitled to alternative accommodation- certificate issued by the competent housing body in the municipality of temporary residence.

4.4. Families who have several members of the family household and their age

- The household list of the aid beneficiary certified in the municipality of residence/temporary residence, which is not older than 6 months,
- The birth certificate for juvenile members of the family household.

### **III - PROCEDURES FOR SELECTING THE BENEFICIARIES OF AID PROGRAM IN RECONSTRUCTION OF HOUSING UNITS AIMED AT RETURN**

#### **5. Public Call**

After the approval given to the reconstruction aid program for the municipal territory, irrespective whether the municipality itself is the project implementing agent or it will implement the project as a partner of another project implementing agent the municipality shall publish a public call inviting the aid beneficiaries whose pre-war place of residence was in the municipal territory to file their requests for the reconstruction of their housing units aimed at their return.

The public call shall be obligatory posted on the message board of the municipality and no less than one daily newspaper in each Entity and, if necessary, the Ministry of Human Rights and Refugees of Bosnia and Herzegovina shall organize information campaign in order to disseminate information on all relevant facts regarding their application in the municipalities of return to as large as possible number of potential beneficiaries.

Municipalities of return shall, using a system of exchange of information with other municipalities, publish the public call on message boards in municipalities for which they have information that the

largest number of displaced persons/ potential beneficiaries currently live there so that the information on the call criteria would be easier accessible to displaced persons interested to return.

## **6. The wording of the public call**

The wording of the public call, among other things, mandatory includes:

- Conditions (general criteria) and special criteria based on which priority aid beneficiaries would be selected as well as documents which ought to be attached to the application to the call,
- Total value of the project and round number of housing units planned for reconstruction by the project.

The wording of the public call shall also identify the validity period of the call, approximate deadline for the selection of beneficiaries as well as explain the manner in which the potential beneficiaries would be informed about the selection outcome.

## **7. Submission of the applications**

The application, along with evidence on meeting the criteria stated in the public call shall be submitted to the municipality either by a registered mail or personally in a sealed envelope marked FOR THE PUBLIC CALL – DO NOT OPEN!

## **8. Validity period of the call**

The public call, which is published for in advance identified project, shall be published for a minimum period of 30 days as of its publishing in daily newspapers. Municipality and the members of the Beneficiaries Selection Commission shall make an additional effort to get in touch with potential beneficiaries who previously applied to the municipality for the assistance in reconstruction and inform them on the documentation which should be delivered in order that they would be considered during the selection of beneficiaries.

## **IV - COMMISSION FOR SELECTION OF RECONSTRUCTION AID BENEFICIARIES**

### **9. The composition of the Commission**

The Commission for Selection of Reconstruction Aid Beneficiaries (hereinafter: Commission) shall be appointed by a Municipal Council.

The composition of the Commission obligatory includes representatives of municipality, representatives of civil society (where possible it is necessary to ensure representation of returnee's and/or DP's associations, as well as other citizens' representatives), and a representative of the project donor.

### **10. Manner of the Commission's work**

The Commission shall work at meetings, which are in writing convened by the Commission President. All appointed members of the Commission are invited to attend the meetings of the Commission and it is necessary to ensure quorum of two-thirds of attending members of the Commission in order to have the meeting. Representatives of the supervisory body, as well as active observers, shall be obligatory invited to attend the meetings of the Commission and their remarks, proposals and recommendations shall be mandatory taken in consideration.

The Beneficiaries Selection Commission shall agree on the details of the Commission's work and take Minutes on its work. A compositional part of the Minutes on the work of the Beneficiaries Selection Commission shall include the records on all reconstruction applications/requests received.

After the first session of the Commission is convened it shall adopt a Rule Book on its work and appoint a president. The Rule Book shall foresee norms, instructions and procedures, as well as a possibility of an appeal against the decision of the Commission.

The Commission at municipal level shall be obliged to timely inform the competent Regional Centre of the MHRR on the date of the Commission's session and invite him/her to participate in the Commission's work.

The Beneficiaries Selection Commission shall distribute the Minutes and the records of received requests to a competent municipal body for further processing of requests of those beneficiaries who have met criteria stated in the call.

After receiving a feedback the Commission shall establish preliminary list of aid beneficiaries evaluating the submitted requests based on the general and special criteria stated in the Instruction. The Minutes shall encompass all decisions, conclusions and recommendations and especially decisions passed with regard to correcting assessment of potential beneficiaries on the basis of special criteria as well as decisions made with regard to disqualification of certain potential beneficiaries. The Commission shall pass its decisions, conclusions and recommendations by a majority vote of the attending members.

The Minutes may also encompass all the conclusions pertaining to the situation in which reconstruction of housing units of the aid beneficiaries can be considered on temporary basis, due to objective reasons ,as well as recommendations for further activities in that sense.

The Commission shall identify the list of aid beneficiaries by a majority vote and the President of the Commission, on behalf of the Commission, shall verify the list by his/her signature.

### **11. Opening of applications**

After the expiry of the time stated in the wording of the public call the Beneficiary Selection Commission shall open all received applications and state whether the applications meet general criteria, special criteria and specific project demands.

### **12. Records on applications/ requests**

All received requests shall be entered into the records of received requests which shall obligatory contain:

- Family name (father's name) and name of the applicant,
- PIN,
- Identification number of the voluntary return application and
- A note stating whether all the documents, which prove that general criteria were met, were submitted along with the application.

If the documentation were not complete missing documents would be stated therein. The records shall be obliged to contain the list of valid documents that prove that special criteria were met. If any document is not valid it shall be recorded as such. After registering all received requests the list of applicants and the findings of the Commission on each individual beneficiary shall be forwarded to the Ministry of Human Rights and Refugees either directly or via competent Regional Centres to check and in order to give information to the MHHR so as to ensure new updated data for the unified database at the level of Bosnia and Herzegovina.

### **13. General and special criteria meeting inquiry**

Competent municipal body shall verify data received by the return and reconstruction applicant from different sources such as:

- Talks with members of the community currently residing at the project location,
- Information in possession of relevant departments of the municipality of permanent/temporary residence,
- Via MHRR Regional Centres,
- Information available to the MHRR on repossessed property and reconstructed housing units, as well as database on ownership,
- Information sent by UNHCR or OHR,
- Lists of beneficiaries received by returnees/ refugees association and other NGOs,
- Review of documents sent by the applicant.

### **14. Interview with potential aid beneficiary**

In parallel with inquiring whether general and special criteria have been met competent municipal body shall interview potential beneficiaries in the field or in their temporary accommodation as to confirm the correctness of presented data and assess whether beneficiaries are willing and determined to return.

During the interview municipal body shall use a standard Beneficiaries Questionnaire. The MHRR shall deliver the form of standard Beneficiaries Questionnaire to all municipalities allocated with the assistance for the reconstruction aiming the return.

Competent municipal body shall also check whether all members of the family household stated in the Beneficiaries Questionnaire and the Voluntary Return Application intend to return as a single family. This verification may be made by the way of individual statements from all members of the family household age 18 and above to accept conditions stated in the reconstruction aid contract and not use any alternative accommodation i.e. have not solved their housing issue.

During the interview shall be made an attempt to also qualify economic potentials of the returnee and his/her economic possibilities in the municipality of return that will support sustainability of the return and shall grasp economic perspectives of the returnees within project possibilities and requests.

Data obtained from the applicant during the interview and data obtained by analyzing attached documents must be treated with due attention and in line with provisions of the Law on Protection of Personal Data (BiH OG 32/01).

### **15. Approximate assessment of the damage extent and housing unit reconstruction costs**

In parallel with interviewing the beneficiaries competent municipal body and/or members of the Beneficiaries Selection Commission and/or part-time associate and/or MHRR Regional Centre staff shall make approximate evaluation of the status and damage on the housing unit of each potential beneficiary as follows:

- Status of housing unit in construction and installation sense,
- Status of the infrastructure which serves to the habitability of the housing unit,
- Safety status (whether the territory is polluted by mines or any other reason unsuitable for construction – landslide etc.),
- Status of the housing unit (collective or individual housing) for economic justification of selecting of the group of beneficiaries.

Based on this identification or approximate assessment, on its own or via hired staff, the Beneficiaries Selection Commission shall make classification of objects according to the damage extent or funds needed for reconstruction of objects. Average reconstruction cost identified in this manner shall not be deemed as final and unchangeable. Approximate evaluation of the reconstruction in this phase is done exclusively for classification of objects according to the damage extent and required funds for reconstruction and is subject to changes  $\pm 20\%$ .

Entire technical process must be recorded and photographed in a prescribed manner. From technical point of view the property must meet IMG standards on the minimum of housing conditions i.e. accepted standard of quality and quantity scope of reconstruction. The MHRR shall deliver the standards to all municipalities allocated with the assistance for the reconstruction aiming the return. Preliminary technical assessment shall assist in getting the overview of the situation in the field and making the closest possible assessment of needs in order to reconstruct the foreseen number of housing units with available funds.

### **16. Official note of competent municipal bodies and/or Commission members**

16.1. Official note shall be drawn up in order to explain conditions which directly affect a possibility of reconstruction of individual housing units as:

- minefield,
- impossible transport of construction material to the reconstruction site (inaccessible road, destroyed bridge etc.)
- and completely destroyed or seriously damaged infrastructure (water supply system, sewage, power network).

The Commission shall attempt to inform broader community on the problem and consider possibilities to solve the problem and the beneficiary should be temporary put aside from further consideration until more favourable condition or solve his/her case are obtained.

16.2. Official note shall be made if there is a justified suspicion that:

- The applicant consciously or unconsciously gave incorrect data or untruthful statements with regard to meeting general and special criteria,
- The object which is subject to reconstruction satisfies the minimum of housing conditions according to established standards,
- The beneficiary already got reconstruction aid in any way and the aid sufficed to ensure minimum conditions for living in line with established standards,
- The beneficiary is allocated land to solve his/her status of displaced persons,
- That due to objective reasons the beneficiary does not want to accept the aid in presented scope and quality.

Based on the Official note which refers to 15.1. and 15.2. the Beneficiaries Selection Commission shall consider the case and if it establishes that the data given in Official note are correct it shall eliminate the reconstruction aid applicant from further consideration.

### **17. Type of assistance**

With the approval of the Beneficiaries Selection Commission based on project request and project plan competent municipal body shall assess the status of returnee family from social and health aspect, age and other factors which may contribute to making such a decision and along with the MHRR monitoring propose the kind of assistance for each individual beneficiary:

- self-aid/assistance in construction and installation material,
- "turnkey" /assistance in construction and installation material and its building-in,
- other available types of assistance.

### **18. Final list of selected aid beneficiaries**

Based on achieved consensus for each discussed potential beneficiary the Commission shall draw up the final list of beneficiaries who will receive reconstruction aid as a part of the reconstruction project. All findings identified during the review of meeting general and special criteria, approximate evaluation of damage extent and reconstruction costs of individual housing units, records of housing units of potential aid beneficiaries, which fall under the composition of collective accommodation forms, official note as well as decision, conclusions and recommendations of the Commission shall be entered into the database in order to update it. The Commission shall be obliged to pass data to MHRR for review as well as the update of the Ministry's database and their merging into the database at the level of Bosnia and Herzegovina.

After analyzing the final list of beneficiaries the Commission shall make an attempt to identify information on possible assistance will be made in terms of creating incomes and jobs as apart of the project and it shall be attached to the final list of beneficiaries in form of written information.

### **19. Publication of the reconstruction aid selection outcome and appellate procedure**

After the Beneficiaries Selection Commission agrees on the final list of beneficiaries the said shall be posted publicly on the municipal message board stating the appellate period. The appeal shall be submitted to the Commission within 15 days as of the day of publication of the beneficiary selection outcome.

### **20. Contract with aid beneficiaries**

After this it shall approach to concluding contracts with each beneficiary. The contract shall be signed between the municipality and the beneficiary if the municipality is at the same time the implementing agent of the project. If the municipality acts as a partner in the project implemented by a different party a tripartite contract among the municipality, implementing agent and beneficiary shall be concluded ( a sample of tripartite contract enclose din Annex 3). At the same time competent municipal authority or part-time staff approved by the municipality shall develop detailed project documentation for the reconstruction of returnees' homes and review the needed documentation. Prior to signing the reconstruction aid contract all beneficiaries, together with the technical staff of the municipality, shall visit the house where they would get detailed explanation of planned works on their house. The beneficiary shall sign a statement along with presented technical documentation, which confirms that s/he fully agrees with the proposed works in house reconstruction. The beneficiary is obliged to sign the statement on the acceptance or rejection of the reconstruction aid.

## 21. Drafting technical documentation

Tender procedure shall be implemented by competent municipal body in line with legal regulations and in coordination with the BiH Ministry of Human Rights and Refugees.

## 22. Reporting

The MHRR shall keep the Commission for Refugees and DPs regularly informed and by that provide the Commission with all necessary data so that it may on their basis assess the needs, possibilities and follow results of the implementation of the project of integrated return in Bosnia and Herzegovina. Apart from essential elements on the reconstruction aid project, which are included in the initial report (beneficiaries, locations, worth, duration, kind of assistance, contractor, subcontract - annexes, tender procedure etc.) the report shall especially include:

- Early warnings in order to facilitate prompt reaction if the project successfulness is under threat,
- Proposal of possible modification of the project due to newly created circumstances which could not be foreseen and the implementation is underway,
- Assessment and monitoring of success rate of the project implementation,
- Detailed information on the amount of implemented funds and type dynamics at the reporting time.

On the basis of its finding from the field the MHRR shall deny or give a proposal to pay the invoice issued for the contracted works to the Return Fund.

## V – ENTERING INTO FORCE

The Instruction hereto shall enter into force eight days after its publishing in Official Gazette of Bosnia and Herzegovina, and shall be published in the Entities' and Brcko District gazettes too.

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No. 06-41-278-1732/04

Date: 17<sup>th</sup> May 2005.

Sarajevo

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Minister  
**Mirsad Kebo**





**LAW ON PUBLIC PROCUREMENT  
FOR BOSNIA AND HERZEGOVINA**

**PARILAMENTARY ASSEMBLEY  
OF BOSNIA AND HERZEGOVINA**

**395**

Pursuant to Article IV 4. a) of the Constitution of the Bosnia and Herzegovina, the Parliament of Bosnia and Herzegovina, at session of the House of People, held on 27. September, 2004 and session of the House of Representatives, held on 23. September, 2004, adopted

**LAW  
ON PUBLIC PROCUREMENT  
FOR BOSNIA AND HERZEGOVINA**

**CHAPTER I  
GENERAL PROVISIONS**

**SECTION ONE  
PRINCIPLES AND DEFINITIONS**

Article 1

**(Purpose and Scope of this Law)**

- (1) The purpose of this law is to establish the public procurement system in BiH, the rights, obligations and responsibility of participants in the procurement procedures and the procedure for the control of public procurement procedures with the objectives of ensuring that
  - a) public funds are used in the most cost-effective manner with respect to the purpose and the object of the public procurement;
  - b) contracting authorities conduct their procurement and award their contracts according to the procedures set forth in this law and that
  - c) in doing so, they shall take all necessary steps to ensure that fair and active competition among the potential suppliers can take place, by exercising equality of treatment, non-discrimination and transparency.
- (2) Public procurement refers to procurement of goods, services and works, performed by "contracting authorities" as specified in Article 3 of this Law, and subject to the rules set forth in this Law and its Implementing Regulations adopted pursuant to the provisions of Article 53 of this Law.

## Article 2

### (Definitions)

- (1) "**Accelerated Procedure**" a special accelerated form of the restricted procedure can be used when compliance with the time limits are rendered impracticable for reasons of urgency, emergency, environmental threat or *force majeure*.
- (2) "**Candidate**" is a supplier that has sought an invitation to take part in a restricted or a negotiated procedure.
- (3) "**Design contest**" means the procedure which enables the contracting authority to acquire, mainly in the fields of area planning, town planning, architecture and engineering or data processing, a plan or design selected by a jury after being put out to competition with or without the award of prizes.
- (4) "**Electronic means**" mean wire, fax or other telecommunication terminal equipment designed for data transmission.
- (5) "**Framework agreement**" means an agreement for a limited period between a contracting authority and a supplier, the purpose of which is to establish the framework for contracts to be awarded during the period, in particular with regard to the object of the contracts and, where appropriate, the amounts, extent or quantity envisaged, as well as the price.
- (6) "**Subsidies contracts**" means contracts of all public works, supplies or services, which are subsidised directly or indirectly, by contracting authorities.
- (7) "**Negotiated procedure**" means the procedure whereby the contracting authority negotiates the contract terms and conditions with one or several invited suppliers. It may be conducted with or without prior publication of a procurement notice only under the conditions set out in this Law.
- (8) "**Open procedure**" means the procedure whereby any interested supplier may submit a tender.
- (9) "**Pre-qualification**" means the procedure whereby the contracting authority selects, on the basis of the selection criteria laid down in the tender documents, candidates qualified to be invited to submit a tender in a restricted or a negotiated procedure.
- (10) A "**Public services contract**" means a written contract for pecuniary interest relating to the provision of non-exempted services, and which is not a supplies or works contract as defined in paragraphs (10) and (11) respectively, of this Article. Services which are exempted from this Law are listed in Annex II, PART C, which is an integral part of this Law. A public procurement contract can be:
  - a) A public procurement contract having as its object both products and services shall be considered to be a public services contract, if the value of the services in question exceeds that of the products covered by the contract.
  - b) A public procurement contract having as its object services and including works activities within the meaning of Annex I of this Law that are only incidental to the principal object of the contract shall be considered to be a public services contract.

- (11) A **"Public supplies contract"** means a written contract for pecuniary interest involving the purchase, lease, rental or hire purchase, with or without an option to buy, of goods (raw materials, products, equipment and other items of any form and size) including the necessary preparation of site and installation services.
- (12) A **"Public works contract"** means a written contract for pecuniary interest having as its object either the execution, or both the execution and design, of works related to one of the activities referred to in Annex I, which is an integral part of this Law, or the realisation, by whatever means, of a work corresponding to the criteria specified by the contracting authority. A "work" means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function.
- (13) **"Request"** means a document whereby a supplier seeks an invitation to take part in a restricted or a negotiated procedure.
- (14) **"Restricted procedure"** means the procedure in which any supplier wishing to become a candidate may request to participate and whereby only those qualified candidates invited by the contracting authority may submit a tender.
- (15) The **terms "supplier", "service provider" and "contractor"** refer to any economic entity who may be a natural person or legal person or any group of such persons which offers goods, services or works on the market, respectively. Unless otherwise indicated, "supplier" shall refer to "supplier", "service provider" or "contractor".
- (16) **"Tender"** means a document submitted by a supplier offering to supply products, provide services or perform works under the terms fixed by the contracting authority.
- (17) **"Tender documents"** mean documents describing the object of the procurement, the contract conditions and the award procedure, that are published or presented by the contracting authority to the suppliers; these documents may include a procurement notice, an invitation to tender, technical specifications, draft contract and other relevant documents and explanations.
- (18) **"Tenderer"** is a supplier that has submitted a tender.
- (19) **"Variant"** means tender offering characteristics of the object of the contract other than those specified in the tender documents.
- (20) **"Written" or "in writing"** means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It includes information that is transmitted and stored by electronic means, provided the security of the content is ensured and the signature is identifiable.

SECTION TWO  
SCOPE OF APPLICATION

Article 3

**(Contracting Authorities)**

- (1) A contracting authority shall be
- a) any administrative authority at BiH, Entity, Brčko District, Cantonal, City or Municipal level (hereinafter referred to as authorities at State or local levels of administration);
  - b) any public entity as defined in paragraph (2) of this Article;
  - c) any public enterprise carrying out one of the activities defined in paragraph (3) of this Article over which a contracting authority may exercise a dominant influence by virtue of its ownership of it, its financial participation therein, or the rules which govern it.
- (2) A public entity as mentioned in paragraph (1), item b), of this Article, means any entity:
- a) established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and
  - b) having legal personality, and
  - c) financed, for the most part, by authorities at State or local levels of administration or by other public entities as defined in this paragraph; or subject to management supervision by those authorities or entities; or having an administrative, managerial or supervisory board, more than half of whose members are appointed by authorities at State or local levels of administration or by other public entities as defined in this paragraph.
- (3) The activities carried out by public enterprises referred to in paragraph (1), item c), of this Article, consist in:
- a) the provision or operation of fixed networks intended to provide a service to the public in connection with the production, transport or distribution of:
    - 1) water; or
    - 2) electricity; or
    - 3) gas or heat;or the supply of water, electricity, gas or heat to such networks;
  - b) the exploitation of a geographical area for the purpose of:
    - 1) exploring for or extracting oil, gas, coal or other solid fuels, or

- 2) the provision of airport, maritime or inland port or other terminal facilities to carriers by air, sea or inland waterway;
  - c) the operation of networks providing a service to the public in the field of transport by railway, automated systems, tramway, trolley bus, bus or cable;
  - d) the provision or operation of public telecommunications networks or the provision of one or more public telecommunications services.
- (4) Where an activity defined in paragraph (3) of this Article is, in addition, provided by one or more enterprises not falling within the definition of paragraph (1), item c), of this Article, the Council of Competition shall, upon the application of the Director of the Public Procurement Agency and on the basis of a request by a concerned contracting authority, declare whether the market for the activity in question ("the relevant market") is competitive. Where that relevant market is declared to be competitive, the Director of the Public Procurement Agency shall propose an amendment of this Law repealing the provisions of this Law to any defined contracting authority in respect of that activity.
- (5) The Public Procurement Agency shall prepare lists of categories of contracting authorities. Should a contracting authority as defined by the paragraphs (1) to (3) of this Article not be on the lists established by the Public Procurement Agency, it is none the less covered by this Law.

#### Article 4

##### **(Contracts Subject to this Law)**

- (1) Contracting authorities shall award their public works, supplies and services contracts in accordance with the provisions of this Law and the Implementing Regulations.
- (2) This Law shall also apply to the awarding of all public works, supplies or services contracts which are subsidised directly or indirectly by contracting authorities. The contracting authority giving such subsidies shall ensure compliance with this Law, where the subsidised contract is awarded by natural or legal persons other than itself, or shall itself comply with this Law where it awards the subsidised contract for and on behalf of those natural or legal persons.
- (3) A framework agreement conducted pursuant to the provisions of Article 32 of this Law shall be a contract for the purposes of this Law concluded in accordance with this Law.

#### Article 5

##### **(Contracts Exempted from this Law)**

- (1) The following contracts may be exempted from the application of this Law:
  - a) contracts related to state secrets as they are defined by the relevant BiH Laws, Regulations or Administrative Provisions in force;
  - b) contracts, the execution of which must be accompanied by special security measures in accordance with the relevant BiH Laws, Regulations or Administrative Provisions in force;

- c) contracts awarded pursuant to an agreement under which the particular procedure of an international lending or donor organization applies;
  - d) contracts in the field of defence related to the production of or trade in arms, munitions and war material;
  - e) the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property, or concerning rights thereon.
- (2) Concession contracts shall be awarded according to the laws of BiH on concessions.

### SECTION THREE

#### COMMON PROVISIONS

##### Article 6

#### **(Threshold values)**

- (1) The value of a public procurement contract shall be estimated by the contracting authority at the beginning of the procurement procedure according to the provisions of paragraphs (5) to (8) of this Article. That value will determine which Chapter of this Law will apply to the award procedure, according to the provisions of paragraphs (2) and (3) of this Article.
- (2) Primary threshold values:
- a) When the contract value amounts to or exceeds KM 30 000 (thirty thousands) in the case of goods and services, or KM 60 000 (sixty thousands) in the case of works, the contracting authority shall proceed according to the rules set forth in Chapter II of this Law.
  - b) When the contract value is lower than KM 30 000 (thirty thousands) in the case of goods and services, or KM 60 000 (sixty thousands) in the case of works, the contracting authorities shall proceed according to the rules set forth in Chapter III of this Law.
- (3) International threshold values:

When the contract value, in the case of goods and services, amounts to or exceeds KM 500 000 (five hundred thousands) for State authorities or KM 700 000 (seven hundred thousands) for local authorities or public entities as defined in Article 3, paragraph (2) of this Law, or, in the case of works amounts to or exceeds KM 2.000.000 (two million), the procedure shall, except in the case of the services listed in Annex II, PART B, of this Law, be open to international competition. The contracting authority shall proceed according to the rules set forth in Chapter II of this Law subject to the following provisions:

- a) publication of the procurement notices indicated in Article 20 of this Law shall be supplemented by the publication of a short summary of the procurement notices in English;
- b) the procurement notice shall in addition be published in accordance with Article 20, paragraph (4), of this Law;
- c) the time limits contained in Article 21, paragraph (5) and paragraph (6), items a) and b), of this Law shall be increased by 12 (twelve) days in each case;

- d) the two time limits contained in Article 21, paragraph (6), item c), of this Law shall each be increased by 12 (twelve) days and 10 (ten) days, respectively.
- (4) The threshold values contained in this Article shall remain valid until such time as they are amended in the manner prescribed in the Implementing Regulations.
- (5) The value of a public procurement contract shall be the estimated total amount, net of applicable indirect taxes, which is to be paid by the contracting authority for the object of the contract.
- (6) The basis for calculating the value of a framework agreement shall be the estimated maximum value net of applicable indirect taxes of all the contracts envisaged for the period in question.
- (7) The estimates mentioned in paragraph (5) and (6) of this Article must be valid at the time when the procurement notice is published, or in cases where such notice is not required, at the moment at which the contracting authority commences the contract award procedure.
- (8) Contracting authorities must not split up the object of the contract with the intention of avoiding the application of the procurement procedures set forth in this Law. The contract may be split up only if all parts of the contract so split will be subject to the same procurement procedure as chosen for the whole contract according to the provisions of this Law.

#### Article 7

##### **(Procurement Commission)**

- (1) For the execution of procurement procedures under Chapter II of this Law, the contracting authority shall appoint a Procurement Commission.
- (2) For the execution of procurement procedures under Chapter III of this Law, the contracting authority may appoint a Procurement Commission.
- (3) Provisions relating to the creation and conduct of the Procurement Commission shall be specified in the Implementing Regulations.

#### Article 8

##### **(Language)**

All the documents mentioned in this Law which are delivered by or submitted to contracting authorities in respect of contract award procedures governed by this Law shall be drawn up in one of the official languages of BiH, subject to the provisions of Article 6, paragraph (3), item a), of this Law. In addition, tender documents may also be prepared in the English language or any other appropriate language, preserving the total content of the information of the tender documents. A short summary of the procurement notices may in any case be prepared in the English or any other appropriate language for international publication as provided for in Article 20, paragraphs (4) and (5) of this Law.

#### Article 9

##### **(Confidentiality)**

Without prejudice to the laws of BiH on the Freedom of Access to Information:



- a) Confidential information contained in any tender concerning the commercial, financial or technical information or trade secrets or know-how of the tenderers shall not be disclosed to any person not officially concerned with the procurement process under any circumstances.
- b) After the public opening of tenders, no information relating to the examination, clarification and evaluation of tenders and the deliberations of the contracting authority or the Procurement Commission shall be disclosed to any tenderer or any third party until the award decision is notified to the successful tenderer.

## **CHAPTER II**

### **PRIMARY CONTRACT AWARD PROCEDURES**

#### SECTION ONE

#### CHOICE OF AWARD PROCEDURE

#### Article 10

#### **(Types of Award Procedures)**

A public supplies, services or works contract shall be awarded by means of one of the following procedures under the conditions set out in Article 11 of this Law:

- a) open procedure;
- b) restricted procedure with pre-qualification;
- c) negotiated procedure with publication of a procurement notice;
- d) negotiated procedure without publication of a procurement notice;
- e) design contest.

#### Article 11

#### **(Conditions for the use of Award Procedures)**

- (1) Unless the conditions of paragraphs (2) to (5) of this Article are fulfilled, the contracting authority shall award a contract on the basis of the open procedure.
- (2) A restricted procedure may be used in the event of a large or complex procurement which requires a pre-qualification procedure. A consultancy services contract shall be awarded on the basis of the restricted procedure.
- (3) The contracting authorities may exceptionally award contracts by the negotiated procedure, after publication of a procurement notice as described hereinafter. Contracts including any options or preceded by design contest are excluded from this procedure.

- a) in the event when only non compliant tenders have been submitted in response to an open or restricted procedure, and the contracting authority has repeated the procedure on appropriately amended terms, provided that the contract conditions of the most lately conducted procedure are not substantially altered;
  - b) in exceptionally peculiar cases of works or services contracts, when the nature of the works or services or the risks attaching thereto do not permit prior overall pricing;
  - c) in respect of public works contracts, for works which are performed solely for purposes of research, experiment or development and not to establish commercial viability or to recover research and development costs.
- (4) Contracting authorities may exceptionally award contracts by negotiated procedure without publication of a procurement notice as described hereinafter. Contracts including any options or preceded by design contest are excluded from this procedure
- a) in the case of public works, supplies or services contracts:
    - 1) in the event when no tenders or non compliant tenders have been submitted in response to an open or restricted procedure, and the contracting authority has repeated the procedure on appropriately amended terms, provided that the contract conditions of the most lately conducted procedure are not substantially altered and all tenderers meeting the minimum qualification criteria are invited to negotiate;
    - 2) in the event when no request to participate in a restricted procedure has been submitted or no qualified candidates have requested to participate in a restricted procedure, and the contracting authority has repeated the procedure on appropriately amended terms, provided that the contract conditions of the most lately conducted procedure are not substantially altered;
    - 3) when, for essential, demonstrable technical or artistic reasons, or for reasons related to the protection of exclusive rights, the supplies may be delivered, services rendered or works executed only by particular suppliers, and there is no other alternative;
    - 4) when, exceptionally, for demonstrable reasons of extreme urgency brought about by events unforeseeable by the contracting authority in question, the minimum time limits fixed in this Law for the accelerated restricted procedure cannot be kept. The circumstances invoked to justify extreme urgency must not in any event be attributable to the contracting authority;
  - b) in the case of public supply contracts:
    - 1) when the products involved are manufactured purely for the purpose of research, experiment, study or development; this provision does not extend to quantity production to establish commercial viability or to recover research and development costs;
    - 2) for additional deliveries by the original supplier which are intended either as a partial replacement of normal supplies or installations or as the extension of existing supplies or installations, where previous contracts were effective, where there is no substantial change in the prices and other conditions and where a change of supplier would oblige the contracting authority to acquire material having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance; the length of such

- contracts as well as that of recurrent contracts may, as a general rule, not exceed 1 (one) year following the award of the initial contract;
- 3) for supplies quoted and purchased on a commodity market;
  - 4) for the purchase of supplies on particularly advantageous terms, from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, an arrangement with creditors, or a similar procedure;
- c) in the case of public services contracts, when the contract concerned follows a design contest executed according to the provisions of Articles 43 to 44 of this Law, and the contract shall be awarded to the winner or to one of the winners of the design contest; in the latter case, all winners shall be invited to participate in the negotiations;
- d) in the case of public services and works contracts:
- 1) for additional services or works not included in the project initially considered or in the contract first concluded but which have, through unforeseen circumstances, become necessary for the performance of the services or works described therein, when such additional services or works cannot be technically or economically separated from the main contract without major inconvenience to the contracting authority. However, such contracts may only be concluded with the supplier to whom the main contract was awarded, and the aggregate value of contracts awarded for additional services or works may not exceed 50% (fifty percent) of the amount of the main contract;
  - 2) for new services or works consisting of the repetition of similar services or works entrusted to the supplier to whom the same contracting authority awarded an earlier contract, provided that such services or works conform to a basic project for which a first contract was awarded according to the open or restricted procedure. As soon as the first project is put up for tender, the option of using this procedure shall be pointed out, and the total estimated cost of subsequent services or works shall be taken into consideration by the contracting authority, when it estimates the contract value. This procedure may be used only during the 3 (three) years following the conclusion of the original contract.
- (5) Design contest may be used when the contracting authorities award contracts as referred in Article 2 paragraph (2) and Article 43 and 44 of this Law.

## Article 12

### **(Termination of Contract Award Procedure)**

- (1) When a contract award procedure has been launched by publication of a procurement notice, it may be terminated only for the following reasons:
- a) a contract or framework agreement is concluded;
  - b) the award procedure is cancelled for one of the following reasons:
    - 1) no tenders are submitted within the specified final time limit;
    - 2) none of the received tenders are compliant;

- 3) all compliant tenders contain prices which substantially exceed the contracting authority's budget;
  - 4) the number of the received compliant tenders is less than 3 (three) and does not ensure a genuine competition on the contract concerned;
  - 5) the number of qualified candidates is less than 3 (three) and does not ensure a genuine competition on the envisaged contract.
- c) the award procedure is cancelled for other demonstrable reasons beyond the contracting authority's control and not predictable at the time of launching the award procedure.
- (2) Where a contract award procedure is cancelled without the award of a contract or conclusion of a framework agreement, a cancellation notice shall be published containing the information referred to in the Implementing Regulations.

## SECTION TWO

### COMMON PROVISIONS ON TENDER DOCUMENTS AND SPECIFICATIONS

#### Article 13

#### **(Essential information)**

- (1) The contracting authority shall prepare tender documents in compliance with the provisions of this Law and the Implementing Regulations. In the tender documents, the contracting authority shall give comprehensive information about the contract conditions and award procedures sufficient for the tenderers to prepare their tenders on a genuinely competitive basis.
- (2) Procurement notices prepared according to Article 19 of this Law shall be an integral part of the tender documents.
- (3) The tender documents shall include clear information appropriate to the award procedure chosen. Tender documents shall include at least the following information as regulated in further details in the Implementing Regulations.
  - a. the Contracting Authority;
  - b. the award procedure chosen, and whether a framework agreement is envisaged;
  - c. description of the products, services or works concerned; amount, extent or quantity;
  - d. bills of quantity, technical specifications ,terms of reference;
  - e. place of execution/performance or delivery;
  - f. information on tendering for lots;
  - g. time limits for completion/deliver of the object of the contract or duration of the contract;

- h. whether variants are allowed or not;
  - i. selection criteria establishing the minimum criteria for the qualifications of candidates or tenderers, and required information for assessment thereof;
  - j. contract award criteria fixed as "most economically advantageous tender" or "lowest price only"
  - k. terms and conditions of the contract proposed;
  - l. tender validity period;
  - m. tender security; performance security; and any other securities required for interim payments;
  - n. place, date and hour for receipt of request to participate;
  - o. place, date and hour for receipt of tenders;
  - p. place, date and hour for opening of tenders;
  - q. currencies of prices;
  - r. price breakdown;
  - s. language criteria;
- (4) The tender documents shall be drawn up according to the models and/or standard tender documents prepared by the Public Procurement Agency.
- (5) In preparation of the tender documents, the contracting authority shall observe the principles of equal treatment and non-discrimination between suppliers. The contracting authority must not use the advice of any person who may have any direct or indirect interest in the result of the award procedure if that is likely to affect the genuine competition on the contract concerned.
- (6) The contracting authority may make amendments to the tender documents provided that they are made available to the interested suppliers on one and the same day and not later than 5 (five) days before the date fixed for the receipt of requests or tenders. Where such amendments imply any substantial change to the object of the contract, the time limit for the receipt of requests or tenders shall be extended accordingly and as a minimum by 7 (seven) days.

#### Article 14

#### **(Technical Specifications)**

- (1) Technical specifications shall be non-discriminatory with respect to suppliers and ensure fair and active competition.
- (2) Without prejudice to compulsory technical regulations as they are defined in the BiH Laws on standardisation, the technical specifications shall make reference to:
  - a) 1) BiH standards that are in conformity with European standards, technical approvals or common technical specifications used in EU; or

- 2) internationally accepted standards, technical regulations or norms; or
  - 3) other BiH standards or other references of a technical nature accompanied by the indication that products, services or works meeting other standards or technical references approved by internationally recognised standardisation institutions of other states that are at least substantially equivalent to the specified references, will also be acceptable.
- b) The contracting authority shall have no right to reject a tender on the grounds that the products, services or works tendered for do not comply with the standards indicated in the technical specification, where the tenderer can prove in his or her tender, that the solutions he or she proposes satisfy in a substantially equivalent manner the criteria defined by the technical specifications of the tender documents;
- c) or, where applicable standards, technical regulations or norms are unavailable, to the desired functional characteristics or performance criteria, which shall also include those related to the protection of health and safety of citizens, as well as of the environment; these characteristics or criteria must be precise and clear so as to allow the suppliers to draw up their tenders and the contracting authority to acquire the supplies, services or works fulfilling the objective criteria set by the contracting authority.
- (4) Any inconsistency in the BiH technical regulations due to eventual differences in entities' relevant legislation, shall in no case be grounds for rejection of any tender ensuring at least substantial equivalence of offered products, services or works to the references required by the contracting authority.
- (5) The contracting authority shall reject all tenders offering supplies, services or works that fail substantially to meet the technical specifications contained in the tender documents.
- (6) Reference to goods of a specific make or source, or a particular process, or to trade marks, patents, types or a specific origin or production with the effect of favouring or eliminating certain suppliers, products or methods is prohibited, except where the contracting authority is unable to give a description of the subject matter of the contract which is sufficiently precise and fully intelligible by using objective technical specifications. In such case the contracting authority must specify that it will accept products, services or methods that are equivalent in terms of their properties by adding the words "or equivalent".

#### Article 15

#### **(Tender Validity Period)**

- (1) A tender shall be valid for the period of time specified by the contracting authority. The period must not be shorter than that set in the tender documents and shall, in no event, be shorter than 30 days. If the tender does not specify the period of its validity, it shall be considered to be valid for the period indicated in the tender documents.
- (2) As long as the tender validity period has not expired, the contracting authority may request tenders in writing to extending the validity period until a specified date. Any tenderer may reject such a request without losing the right to the tender security.
- (3) A tenderer who agrees to extend the tender validity period and notifies the contracting authority thereof in writing, shall extend the validity period of the tender

and provide an extended tender security. The tender must not be modified. If the tenderer fails to respond to the request made by the contracting authority as regards extension of the tender validity period, or does not extend the validity period or fails to provide an extended tender security, then it shall be deemed that such tenderer rejected the request of the contracting authority.

#### Article 16

##### **(Tender Security. Security for the Performance of the Contract)**

- (1) The contracting authority may request that the effectiveness of tenders be guaranteed by appropriate tender securities. Tender securities shall not exceed 1-2% (one to two percent) of the tendered prices.
- (2) The contracting authority may request that the performance of the contract be guaranteed by the appropriate performance securities. Performance securities shall not exceed 10% (ten percent) of the contract value.
- (3) The contracting authority may not reject the tender security or the performance security on the grounds that the security was not issued by an economic entity of BiH, provided that the tender security and the performance security and the institution who issued the security conform to the requirements set forth in the tender documents.

#### Article 17

##### **(Variants)**

- (1) The contracting authority shall indicate in the tender documents whether or not it authorises variants. Variants shall be allowed only where the criterion for the award of the contract is the most economically advantageous tender. Only variants meeting the minimum requirements laid down by the contracting authority in the tender documents shall be taken into consideration.
- (2) In addition to the minimum requirements to be respected by the variants, the contracting authority shall state in the tender documents any specific requirements for their presentation.
- (3) In the procedures for awarding public supplies or services contracts, the contracting authority which has admitted variants, may not reject a variant on the sole ground that it would lead to a service contract rather than a public supplies contract or vice versa.

#### Article 18

##### **(Provision of Tender Documents)**

- (1) The contracting authority may, as appropriate, provide the suppliers with tender documents:
  - a) upon supplier's request;
  - b) together with the invitation to tender;

- c) by placing them on the procurement website as provided for in the Implementing Regulations or using other electronic means.
- (2) The contracting authority must dispatch the tender documents to the suppliers within 3 (three) days after the receipt of the request for the provision of the documents. If, on the basis of Article 21, paragraph (6), item c), of this Law the contracting authority reduces the time limits fixed for receipt of requests and tenders, the time limit for dispatching the tender documents shall be reduced to 2 (two) days.
  - (3) When providing the tender documents, the contracting authority shall observe the principles of equality and non-discrimination in respect of suppliers. The contracting authority must not provide any supplier with the tender documents before the procurement notice is published.
  - (4) The contracting authority may fix for all suppliers a single rate fee payable for the tender documents. The fee shall cover only the actual costs of reproducing and sending of the documents to the suppliers. Interested suppliers shall have the right to inspect the tender documents before purchase.

### SECTION THREE

#### TRANSPARENCY AND PUBLICITY REQUIREMENTS

##### Article 19

##### **(Procurement Notices)**

- (1) The contracting authority shall publish a procurement notice on the envisaged contract, except in cases where the contract is awarded by way of negotiated procedure without publication of a procurement notice. The procurement notice shall give interested suppliers sufficient information to enable them to assess whether they wish to tender for the envisaged contract.
- (2) The procurement notice shall contain short information in line with the relevant essential information of the tender documents mentioned in Article 13 of this Law, and it shall have maximum 650 (six hundred fifty) words.
- (3) The procurement notice shall contain the information and be set out in the form contained in the Implementing Regulations.

##### Article 20

##### **(Publication of Notices)**

- (1) All procurement notices, contract award notices and cancellation notices shall be published by the contracting authorities in the Official Gazette of BiH. The notices published in the Official Gazette of BiH will be reproduced on the procurement website accessible via the Internet.



- (2) The form and format of the notices to be published in the Official Gazette of BiH shall be fixed by the Public Procurement Agency in co-operation with the Editor's Office of the Official Gazette of BiH.
- (4) In addition, contracting authorities may publish procurement notices, contract award notices and cancellation notices in publications or on websites other than those specified in paragraph (1) of this Article. Such notices must not be published in other publications or on other websites prior to the date of publication in the Official Gazette of BiH and must not contain additional or other information than the notices published in the Official Gazette of BiH.
- (5) In the case of contracts whose value exceeds the international threshold values of Article 6, paragraph (3) of this Law, the procurement notice must in addition be published either in a journal or newspaper of international circulation or on the procurement website which guarantees international access as provided for in the Implementing Regulations.
- (6) International publication as provided for in paragraph (4) of this Article may as well be used in the case of contracts whose value does not exceed the international threshold values.

#### Article 21

##### **(Minimum Time Limits for the Submission of Requests and Tenders)**

- (1) The contracting authority shall specify the place, date and hour for submission of requests to participate in a restricted or negotiated procedure and/or for submission of tenders.
- (2) In the event a request or tender is received after the specified date and hour, it shall be returned to the supplier unopened.
- (3) The minimum time limits for the receipt of requests or tenders shall run from the date when the procurement notice is published in the Official Gazette of BiH or the date of dispatch of the invitation to tender to pre-qualified candidates.
- (4) The minimum time limits for the receipt of requests or tenders fixed by the contracting authority must not be shorter than those set out in this Article and shall be sufficiently long to give interested parties reasonable time for drawing up and submitting their tenders. When fixing these time limits, the contracting authority shall take account of the complexity of the contract terms and the time required for drawing up requests and tenders.
- (5) In the case of the open procedure, the minimum time limit for the receipt of tenders may not be less than 28 (twenty eight) days from the date of publication of the procurement notice in the Official Gazette of BiH.
- (6) In the case of the restricted, accelerated or negotiated procedure:
  - a) the final time limit fixed for receipt of requests to participate shall be not less than 18 (eighteen) days from the date of publication of the procurement notice in the Official Gazette of BiH;
  - b) the final time limit fixed for receipt of tenders in the case of the restricted procedure shall be not less than 28 (twenty eight) days from the day of dispatch of the invitation to tender to the pre-qualified candidates;

- c) where the conditions to apply the accelerated restricted procedure are met, the contracting authority shall have the right to fix a time limit for receipt of requests of not less than 8 (eight) days, and a time limit for receipt of tenders of not less than 5 (five) days.
- (7) If, for whatever reason, the tender documents or parts thereof, although requested in good time, have not been supplied within the time limits fixed, or where it transpires after the provision of tender documents that tenders can be made only after a visit to the site or after on-the-spot inspection of the documents supporting the tender documents, the time limits for the receipt of tenders shall be extended for a period of minimum 7 (seven) days, so that they allow all suppliers concerned to be aware of all the information needed to produce a tender.
- (8) Interested suppliers may seek clarification of the tender documents from the contracting authority in writing in good time and not later than 10 (ten) days before the date of submission of requests or tenders. The contracting authority shall prepare a written answer, maintaining the genuine competitive basis of the award procedure, which shall be dispatched to all candidates or tenderers not later than 5 (five) days before the expiry of the time limit for the submission of request or tender. If the answer gives rise to amendments to the tender documents, the contracting authority shall, pursuant to Article 13, paragraph (5), of this Law extend the time limit for the submission of request or tender accordingly and as a minimum by a period of 7 (seven) days.
- (9) Requests or tenders may be submitted by individual suppliers as well as by groups of suppliers as defined in Article 2, paragraph (14), of this Law. Such groups shall not be required to establish a new legal person in order to submit a request or tender, but shall provide joint and several liabilities for their obligations.
- (10) The contracting authority shall indicate in the tender documents, that the request or tender has to be submitted in writing and duly signed by a person authorised by the supplier. It shall also request to submit the tenders in a single sealed and signed or stamped envelopes, except in the event of tenders on consultancy services which will be submitted for in two envelopes as provided for in the Implementing Regulations. The pages of the tender (with supplements) should be numbered. The tender security documents as mentioned in Article 16 of this Law may be presented loose and not numbered.
- (11) Upon the tenderer's request, the contracting authority shall furnish a confirmation of the receipt of the tender by specifying the date and time of receipt.

#### SECTION FOUR

#### QUALIFICATION, SELECTION AND DISQUALIFICATION

#### Article 22

#### **(Verifying Suppliers' Qualifications)**

- (1) The contracting authority shall assess and verify whether a candidate or a tenderer is competent, reliable and capable of executing the contract against the minimum required qualifications requirements fixed in the tender documents, which the candidates and tenderers shall meet.
- (2) In pursuance of paragraph (1) of this article, the contracting authority shall set forth in the tender documents, selection requirements establishing the minimum requirements for the qualification of candidates and tenderers with respect to their

personal situation as provided for in Article 23 of this Law, their suitability to pursue professional activity as provided for in Article 24 of this Law, their economic and financial standing as provided for in Article 25 of this Law and their technical and/or professional ability as provided for in Article 26 of this Law. The contracting Authority shall request in the tender documents that candidates and tenderers must provide the information and documents proving their qualifications as specified by the contracting authority in accordance with the Articles 23 to 26 of this Law.

- (3) The minimum qualification requirements for candidates and tenderers fixed by the contracting authority and the number of documents required to prove them must be related to and proportionate to the subject-matter of the contract. They must not have a restrictive effect on competition and must be reasonable, clear and precise. The contracting authority shall request from the suppliers only such information as is necessary to identify whether the supplier meets the qualification requirements set by the contracting authority. The requirements must not prejudice the supplier's right to protect intellectual property or commercial secrets.
- (4) The contracting authority must not reject the request to participate or tender on the sole ground that it was submitted either by a legal or natural person.
- (5) Only those candidates or tenderers whose qualifications meet the selection requirements fixed in the tender documents shall be allowed to continue in the procurement procedure.

#### Article 23

#### **(Limitations on Suppliers' Participation in Procurement Procedures)**

- (1) The contracting authority shall establish in the tender documents that a request to participate in a restricted procedure or a tender must be rejected if the candidate or tenderer:
  - a) is bankrupt or is being wound up or has entered into an arrangement with creditors or has suspended or limited business activities or who is in any analogous situation arising from a similar procedure under the relevant laws and regulations of BiH or its country of establishment;
  - b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or for an arrangement with creditors or of any other similar proceedings under the relevant laws and regulations of BiH or its country of establishment;
  - c) has been convicted by a judgement of any offence regarding his or her professional conduct within 5 (five) years from the date of submission of the request or tender;
  - d) has been found guilty by a competent courts of BiH of grave professional misconduct within 5 (five) years from the date of submission of the request or tender;
  - e) has not fulfilled its obligations relating to the payment of social security contributions in accordance with the relevant laws of BiH or its country of establishment;
  - f) has not fulfilled its obligations relating to the payment of taxes in accordance with the relevant laws of BiH or its country of establishment;
  - g) has misrepresented the information required under Articles 23 to 26 of this Law or has failed to supply the information.

- (2) Where the contracting authority requests the candidates or tenderers to provide evidence that none of the cases quoted in paragraph (1), item a), b), c), e) or f), of this Article applies to the concerned supplier, it shall accept as sufficient the following evidence:
- a) in cases referred to in paragraph (1), item a), b) or c), of this Article, the production of an extract from the "judicial record" or, failing this, of an equivalent document issued by a competent judicial or administrative authority of BiH or in the country of origin of or the country wherefrom that person comes, showing that the requirements have been met; such documents shall not be older than 3 (three) months;
  - b) in cases referred to in paragraph (1), item e) or f), of this Article, a certificate, not older than 3 (three) months, issued by the competent authority of BiH or any State concerned.
- (3) A list of the BiH authorities, competent to issue the documents referred to in paragraph (2) of this Article, shall be compiled by the Public Procurement Agency.

#### Article 24

##### **(Suitability to Pursue Professional Activity)**

A contracting authority may in the tender documents request the candidates or tenderers to prove their registration in the relevant professional or trade registers of the country in which they are established, or to provide a special statement or reference evidencing their right to pursue the relevant professional activity.

#### Article 25

##### **(Economic and Financial Standing of Candidates or Tenderers)**

- (1) In the tender documents or, where appropriate, the part of the tender documents relating to the pre-qualification the contracting authority shall specify the minimum requirements of economic and financial standing to be met by the candidates or tenderers and, as evidence that those requirements are met, may request them to provide one or more of the following references:
- a) appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
  - b) balance-sheets or extracts from the balance-sheets, where publication of the balance-sheet is required under the law of the country in which the supplier is established;
  - c) a statement of the supplier's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last 3 (three) financial years available or since the date of registration or commencing the activity in the area concerned, where the supplier was registered or commenced activity less than 3 (three) years previously;
  - d) profit and loss account for a maximum of the last 3 (three) financial years available or since the date of registration or commencing the activity in the area concerned, where the supplier was registered or commenced activity less than 3 (three) years previously.

- (2) In the tender documents, the contracting authority shall specify which reference or references the candidates or tenderers must provide in order to prove their economic and financial standing.

## Article 26

### **(Technical and Professional Ability)**

- (1) The contracting authority shall specify the minimum requirements for the technical and/or professional ability of the candidates or tenderers to be met in accordance with paragraphs (2), (3), (4) and (5) of this Article and shall request them to provide one or more of the proofs referred to in paragraphs (2), (3), (4) and (5) of this Article.
- (2) Concerning awarding of public supply contracts, evidence of the candidates' or tenderers' technical capability may be furnished by one or more of the following means:
- a) a list of the supplier's principal deliveries effected in the past 2 to 3 (two to three) years, with the value, dates and recipients involved, by providing documents in the form of certificates of delivery issued by recipients, or, if such certificates can not be obtained due to the reasons outside the supplier's control - simply declared by the supplier to have been effected;
  - b) a description of the supplier's technical facilities, its measures for ensuring quality and its study and research facilities;
  - c) indication of the technicians or technical bodies involved, whether or not belonging directly to the supplier;
  - d) samples, descriptions and/or photographs of the products to be supplied, the authenticity of which must be certified by the supplier if the contracting authority so requests;
  - e) certificates drawn up by quality control agencies of recognised competence attesting the conformity of products clearly identified by references to specifications or standards;
  - f) where the products to be supplied are complex or, exceptionally, are required for a special purpose, a check carried out by the contracting authority or on its behalf by a competent official body of the country, where the supplier is registered, on the production capacities of the supplier and if necessary on its study and research facilities and quality control measures;
  - g) an indication of the elements of the contract which the supplier may intend to subcontract.
- (3) Concerning awarding of public service contracts, contracting authorities may request the candidates or tenderers to furnish one or more of the following means as the evidence of their technical capability and professional ability:
- a) a list of the principal services provided in the past 2 to 3 (two to three) years, with the total amounts, dates and recipients involved by providing documents in the form of certificates of delivery issued by recipients, or, if such certificates can not be obtained due to the reasons outside the service provider's control, simply declared by the service provider to have been effected;

- b) the service provider's educational and professional qualifications and/or those of its managerial staff and, in particular, those of the person or persons responsible for providing the services;
  - c) an indication of the technicians or technical bodies involved, whether or not belonging directly to the service provider;
  - d) a statement of the service provider's average annual manpower and the number of managerial staff for the last 3 (three) years;
  - e) a statement of the technical facilities and measures available to the service provider for carrying out the services and for ensuring quality;
  - f) where the services to be provided are complex or, exceptionally, are required for a special purpose, a check carried out by the contracting authority or on its behalf by a competent official of the country, in which the service provider is registered, on the technical capability of the service provider and, if necessary, on its study and research facilities and quality control measures;
  - g) an indication of the elements of the contract which the service provider may intend to subcontract.
- (4) Concerning awarding of public works contracts, evidence of the candidate's or tenderer's technical capability and professional ability may be furnished by one or more of the following means:
- a) a list of the works carried out over the past 3 to 5 (three to five) years, accompanied by certificates of satisfactory execution for the most important works; the certificates shall indicate the value, date and site of the works, and shall specify whether they were carried out according to the rules of the trade and properly completed; where necessary, the competent authority shall submit these certificates to the contracting authority direct;
  - b) the contractor's educational and professional qualifications and/or those of its managerial staff, and, in particular, those of the person or persons responsible for carrying out the works;
  - c) an indication of the technicians or technical bodies involved, especially those responsible for quality control, whether or not belonging directly to the contractor;
  - d) a statement of the contractor's average annual manpower and the number of managerial staff for the last 3 (three) years;
  - e) a statement of the technical equipment available to the contractor for carrying out the works;
  - f) a statement about any intended subcontracting and scope of subcontracting.
- (5) Should contracting authorities require in the tender documents the production of certificates drawn up by competent bodies attesting the compliance of the supplier with certain quality assurance standards, they shall refer to quality assurance systems based on the relevant international or standards series. The contracting authorities shall also accept other evidence of equivalent quality assurance measures from the suppliers who have no access to such certificates or no possibility of obtaining them within the relevant time limits.

## Article 27

### **(Disqualification on Grounds of Conflict of Interest or Bribery)**

- (1) With due regard to the laws of BiH on Civil Service as well as other relevant legislation, the contracting authority shall reject a request to participate in a procurement procedure or a tender if the candidate or tenderer who submitted it, has given or is prepared to give a current or a former employee of the contracting authority a gift in the form of cash or in any non-cash form whatsoever as an attempt to influence an action or a decision or the course of the public procurement procedure. The contracting authority shall inform the tenderer and the Director of the Public Procurement Agency of the rejection of the request or tender and the reasons for it in writing, and shall make a note on it in the report on the procurement procedure.
- (2) In case that requests or tenders received during the procurement procedure by the contracting authority cause or may cause any conflict of interest, the contracting authority shall, by acting in accordance with the relevant legislation of BiH or related internal rules, ensure that the purpose of this Law is effectively secured.

## SECTION FIVE

### CONDUCT OF THE PROCEDURES

#### Article 28

#### **(Open Procedure)**

In conducting the open procedure, the contracting authority shall:

- a) prepare tender documents according to the provisions of Articles 13 to 17 and Article 21 of this Law;
- b) publish a procurement notice as provided for in Articles 19 to 20 of this Law, inviting any interested supplier to request the tender documents and to prepare and submit a tender fulfilling the requirements set forth in the tender documents;
- c) provide the suppliers with tender documents according to the provisions of Article 18 of this Law;
- d) organize and carry out the public opening of tenders received in due time as provided for in Article 33 of this Law;
- e) verify the tenderers' qualifications according to the selection requirements fixed in the tender documents as provided for in Articles 22 to 26 of this Law;
- f) evaluate and compare the tenders submitted by the qualified tenderers according to the contract award requirements fixed in the tender documents as provided for in Articles 34 to 37 of this Law, and thereby award the contract to the tenderer having submitted the lowest evaluated compliant tender;
- g) inform the tenderers about the decisions reached concerning the evaluation as provided for in Article 38 of this Law;
- h) offer the contract to the successful tenderer according to the provisions of Article 39 of this Law.

## Article 29

### **(Restricted Procedure)**

In conducting the restricted procedure, the contracting authority shall:

- a) prepare tender documents according to the provisions of Articles 13 to 17 and Article 21 of this Law. The tender documents may be prepared in two parts, corresponding to the pre-qualification phase and the tendering phase of the procedure;
- b) publish a procurement notice as provided for in Articles 19 to 20 of this Law, inviting any interested candidate to request the pre-qualification documents (if any apart from the procurement notice) and to submit a request for pre-qualification by attaching the information and the documents required;
- c) provide the suppliers with the pre-qualification documents (if any apart from the procurement notice) according to the provisions of Article 18 of this Law;
- d) select the candidates to be invited to submit their tender in the manner provided for in Articles 22 to 26 of this Law;
- e) inform the candidates about the decisions reached concerning the pre-qualification as provided for in Article 38 of this Law. Informing the selected candidates may take place at the same time as they are invited to submit their tender;
- f) provide the selected candidates simultaneously with the tender documents according to the provisions of Article 18 of this Law, inviting them to prepare and submit a tender fulfilling the requirements set out in the tender documents.
- g) organise and carry out the public opening of tenders received in due time as provided for in Article 33 of this Law;
- h) evaluate and compare the opened tenders according to the contract award requirements fixed in the tender documents as provided for in Articles 34 to 37 of this Law, and thereby award the contract to the tenderer having submitted the lowest evaluated compliant tender;
- i) inform the tenderers about the decisions reached concerning the evaluation as provided for in Article 38 of this Law;
- j) offer the contract to the successful tenderer according to the provisions of Article 39 of this Law.

## Article 30

### **(Conduct of the Negotiated Procedure)**

- (1) The contracting authority shall conduct the negotiated procedure with publication of a procurement notice under the following conditions:



- a) carry through the pre-qualification procedure according to the provisions of Article 29 of this Law as appropriate for the negotiated procedure;
  - b) invite a minimum of 3 (three) qualified candidates to submit initial tenders and participate in negotiations on the technical, economic, legal and other aspects of the contract;
  - c) based on the results of the negotiations held, invite the participants to submit their final tender and among those identify the successful tenderer according to the evaluation requirements as set out in Article 34.
- (3) When applying the negotiated procedure without publication of a procurement notice, the contracting authority shall:
- a) where more than one candidate is invited to negotiate, verify if the qualifications of the candidates meet the requirements specified in the invitation, negotiate the technical, economic, legal and other aspects of the contract and, based on the results of the negotiations held, invite the participants to submit their final tender and among those identify the successful tenderer according to the award requirements as set out in Article 34 of this Law;
  - b) when only one candidate is invited to negotiate, verify if the qualifications of the candidate meet the requirements specified in the invitation, and negotiate the technical, economic, legal and other aspects of the contract aiming at arriving at the most economically advantageous offer for the contracting authority.
- (3) Further provisions relating to the conduct of the negotiated procedures shall be specified in the Implementing Regulations.

#### Article 31

#### **(Requirements with respect to the Negotiated Procedure with or without publication of a procurement notice)**

During the negotiated procedure, the contracting authority shall comply with the following requirements:

- a) negotiations shall be held with each candidate separately;
- b) no information obtained from the candidate and no information about the solutions proposed by the candidate may be revealed to third parties without the prior consent of that candidate;
- c) all candidates/tenderers shall be subject to the same requirements and shall be provided with the same information; equality of treatment among all candidates/tenderers shall be ensured;
- d) the proceedings of the negotiations shall be recorded and reported pursuant to the provisions of Article 41 of this Law.

## Article 32

### **(Framework Agreements)**

- (1) A contracting authority may conclude a framework agreement only following the execution of an open or a restricted procedure as provided for in this Law.
- (2) Under a framework agreement concluded pursuant to paragraph (1) of this Article, the contracting authority shall subsequently be entitled throughout the period of the agreement to conclude contracts with the successful tenderer without following the procedures of this Law in respect of each contract awarded under the framework agreement.
- (4) The contracting authority may consider awarding a framework agreement only if one or several of the following circumstances are present:
  - a) the subject of the contract are day-to-day services or consumer goods, not classified as long-term assets;
  - b) the subject of the contract are goods or services the prices and delivery conditions of which change often;
  - c) the subject of the contract are continuous repair or maintenance works;
  - d) where the contracting authority should award several identical contracts within 1 (one) year, and the framework arrangement would enable reducing the procurement costs.
- (4) Once a framework agreement is concluded, its terms cannot be changed.
- (5) Contracting authorities must not use framework agreements improperly or in such a way as to prevent, restrict or distort competition.

## SECTION SIX

### EVALUATION AND AWARD

## Article 33

### **(Opening of Tenders)**

- (1) Tenders shall be opened at a public tender opening immediately after the expiry of the time limit for submission of the tenders as indicated in the tender documents.
- (2) Tenders shall be opened at a meeting of the Procurement Commission on the day and at the hour specified in the tender documents. All suppliers who submitted tenders in time or their representatives shall have the right to be present during the tender opening procedure. Change of the deadline for receipt of tenders shall result in change of the date for opening tenders.
- (3) Envelopes shall be opened by the Chairperson of the Procurement Commission in open session whether or not the suppliers or their representatives are present at the meeting.
- (4) The procedure for the opening of envelopes including that for tenders on consultancy services, as well as the rules on the announcing of the relevant

information on the contents of the tenders, shall be set out in the Implementing Regulations.

- (5) The outcomes of the opening procedure shall be recorded into the minutes of the meeting in accordance with templates for the meeting minutes prepared by the Public Procurement Agency.
- (6) The meeting minutes from the opening procedure shall be submitted to all tenderers, presently or not later than 3 (three) days after it, starting from the time when the tenders were opened.
- (7) The subsequent tender analysis, evaluation and comparison procedures shall be conducted *in camera* by the Procurement Commission.

#### Article 34

##### **(Contract Award Requirements)**

- (1) Upon completion of the selection of the qualified candidates or Tenderers as provided for in Articles 22 to 26 of this Law, the requirements on which the contracting authority shall base the award of contracts shall be:
  - a) either the most economically advantageous tender for the contracting authority, based on stipulated evaluation requirements identified according to the nature and scope of the subject matter of the public contract in question, for example: quality, price, technical merit, functional and environmental characteristics, running costs, cost-effectiveness, after-sales service and technical assistance, delivery date and delivery period or period of completion;
  - b) or the lowest price of a technically compliant tender.
- (2) The contract shall be awarded to the qualified tenderer having submitted the lowest evaluated compliant tender in accordance with item a) and b) of paragraph (1) of this Article.

#### Article 35

##### **(Evaluation of Tenders)**

- (1) The contracting authority shall evaluate and compare the tenders submitted by the qualified tenderers applying the contract award requirements stipulated in the tender documents in accordance with Article 34 of this Law.
- (2) In open and restricted procedures, negotiations between the contracting authority and the tenderers on fundamental aspects of the contract, and in particular on prices, are prohibited. However, the contracting authority may request the tenderers to clarify their tenders without bringing about any changes in the substance of the tenders.

#### Article 36

##### **(Abnormally Low Tenders)**

- (1) If, for a given contract, tenders appear to be abnormally low in relation to the goods, works or services, the contracting authority shall request the tenderer to justify the offered price. If the tenderer fails to produce a justification to the satisfaction of the contracting authority, it shall be entitled to reject the tender.

- (2) In order to obtain justification of the abnormally low price, the contracting authority shall request in writing that the tenderer concerned provides details of the relevant constituent elements of the tender, including price elements and calculations. The contracting authority shall take into consideration explanations relating to as appropriate:
- a) the economics of the manufacturing process, of the services provided or of the construction method;
  - b) the technical solutions chosen and/or the exceptionally favourable conditions available to the tenderer for the supply of the goods or services or the execution of the work;
  - c) the originality of the work, supplies or services proposed by the tenderer;
  - d) compliance with the provisions relating to employment protection and working conditions in force at the place where the work, service or supply is to be performed.

#### Article 37

#### **(Domestic Preferences)**

In awarding contracts, domestic preferences may be taken into account only to the extent that they are permitted in the Implementing Regulations.

### SECTION SEVEN

#### POST AWARD REQUIREMENTS

#### Article 38

#### **(Informing Candidates and Tenderers about Results)**

- (1) The contracting authority shall in writing simultaneously, but not later than within 7 (seven) days of the decision, inform candidates or tenderers, having submitted requests or tenders in time, about the decisions reached concerning the pre-qualification, the evaluation of the tenders or the cancellation of the procedure.
- (2) The information to candidates shall as a minimum comprise, whether the addressed candidate is prequalified or not. If not, the reasons shall be given.
- (3) In the information to tenderers, whose tender is rejected, the reasons of the rejection shall be given.
- (4) The information to all tenderers shall as a minimum include the name of the tenderer awarded the contract and the reasons why that tender was selected subject to Article 9 of this Law.
- (5) In the event that the procedure is cancelled, the information to candidates or tenderers shall state the reasons.

## Article 39

### **(Contracts)**

- (1) The contracting authority shall offer the contract to the qualified tenderer having submitted the lowest evaluated compliant tender in accordance with the provisions of Articles 35 to 37 of this law. The contract shall be concluded in accordance with the laws of BiH on obligations. No contract may be concluded within 15 (fifteen) days of the date on which tenderers have been informed of the result pursuant to Article 38, paragraph (1), of this Law.
- (2) If the supplier, who has been given a proposal of contract award,
  - a) refuses the award in writing, or
  - b) fails to present security for the performance of the procurement contract, as prescribed in the tender documents, or
  - c) fails to sign the procurement contract, or
  - d) refuses to conclude the contract under the conditions laid down in the tender documents,

the contracting authority shall propose awarding the contract to the supplier whose tender in the descending order of tenders is next after that of the successful tenderer who refused the contract award.

- (3) When awarding the procurement contract, the price given in the successful tender, as well as the contract terms and conditions specified in the tender documents must not be altered. If a price variation clause based on fixed, objective rules is permitted in the tender documents, such clause may be included in the contract.
- (4) The supplier awarded the contract shall not subcontract any substantial part of the contract without the prior written permission of the contracting authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the contracting authority in good time before the subcontracting. The contracting authority shall inform the supplier of its decision within 15 (fifteen) days of receiving the notification, stating its reasons if permission is denied. The supplier awarded the contract bears the full liability for the performance of the contract.
- (5) The contracting authority shall make it a contract condition, that the supplier to whom a public procurement contract is awarded has no right to hire, to the purpose of performing the public procurement contract, individuals or legal persons that have participated in preparation of the tender documents or were member or invited expert of the Procurement Commission functioning at the respective contract award procedure, for at least 6 (six) months after the conclusion of the contract.

## Article 40

### **(Contract Award Notice)**

- (1) The contracting authority shall publish a contract award notice pursuant to Article 20 of this Law on the result of the award procedure. Such notices shall be published as soon as possible, but not later than within 30 (thirty) days of the conclusion of the contract.
- (2) In the case of a framework agreement concluded in accordance with Article 32 of this Law, the contracting authority shall publish a contract award notice on the

conclusion of the framework agreement and is not bound to publish a contract award notice for each contract awarded on the basis of that agreement.

- (3) The contract award notice shall contain the information referred to in the Implementing Regulations.

#### Article 41

##### **(Report on the Procurement Procedure)**

- (1) The contracting authority shall prepare a report on all contract award procedures performed according to the provisions of this Chapter, including the cases where a framework agreement is concluded.
- (2) The report shall include information as appropriate depending upon the award procedure chosen. It shall contain at least the information set out in the Implementing Regulations.
- (3) The report shall be prepared and communicated to the Public Procurement Agency within 15 (fifteen) days after the date of terminating the procurement procedure. The Public Procurement Agency sets the rules and forms for the communication of the reports.

#### Article 42

##### **(Preservation of Documents)**

The concluded procurement contracts, requests, tenders, tender documents and documents relating to examination and evaluation of requests and tenders as well as other procurement related documents shall be preserved according to the laws of BiH related to archiving.

### SECTION EIGHT

#### DESIGN CONTESTS

#### Article 43

##### **(Conducting a Design Contest)**

- (1) A design contest shall be advertised following the provisions of Articles 19 and 20 of this Law.
- (2) The design contest shall be conducted in order to determine the participant/participants who submitted the best planning or design proposal, where it is intended:
  - a) to award a services contract to the winner of the contest or to one of the winners. In this case the contracting authority may let the design contest procedure be followed up by a services contract award procedure by means of the negotiated procedure without publication of a procurement notice as provided for in Article 11, paragraph (3), item c), of this Law, inviting the winner or all winners of the contest to negotiate the contract terms; or

- b) to provide prizes to the winner or winners of the contest, or other rewards for participation.
- (3) The contracting authority shall establish rules for the organisation of the design contest and include them in the tender documents prepared according to Article 13 of this Law as appropriate.
- (4) Both legal and natural persons shall be allowed to take part in the design contest.
- (5) The admission of participants to design contests shall not be limited by reference to the specific territory or other restriction of discriminatory nature.
- (6) The contracting authority may decide to conduct pre-qualification of candidates to be invited to submit their projects. In such event, the contracting authority shall fix non-discriminatory qualification requirements capable of ensuring the genuine competition and include them in the tender documents.

#### Article 44

#### **(The Jury)**

- (1) The projects submitted in due time by the tenderers shall be assessed by a jury, formed by the contracting authority or the authorised body. The contracting authority must fully authorise the jury to perform the assessment of the projects and identify the winner or the winners. The jury shall be composed exclusively of natural persons who are independent of the participants in the contest. Only natural persons of impeccable reputation who have signed a declaration of impartiality and a statement of confidentiality shall be appointed members of the jury. Where a particular professional qualification is required from participants in a contest, the jury shall be composed with representation of this qualification.
- (2) The jury shall be autonomous in its decisions or opinions. Only anonymously submitted projects shall be evaluated. The jury may find out the name of the successful participant/participants only after the jury has taken a decision as regards the best design(s) or project(s).
- (3) The projects shall be evaluated subject to the evaluation requirements set forth in the tender documents, and these may not be necessarily based on the lowest price or the most economically advantageous offer.
- (4) The jury shall make its decision only in its meetings. The meetings of the jury shall be entered into minutes, which shall be included in the report on the procedure drafted and submitted to the Public Procurement Agency according to the provisions of Article 41 of this Law.

### **CHAPTER III**

#### **AWARDING OF CONTRACTS BELOW THE PRIMARY THRESHOLD VALUES**

#### Article 45

#### **(Types of Award Procedures below the Primary Threshold Values)**

- (1) A supplies, services or works contract, the value of which is estimated by the contracting authority to an amount lower than the primary threshold value as

follows from Article 6, paragraph (2), of this Law, may be awarded by one of the following procedures:

- (a) either a procedure as stipulated in Articles 10 to 11 of this law on the terms set out in those Articles and according to the rules of Chapter II of this Law, or
  - (b) by a competitive request-for-quotations procedure according to the provisions of Article 46 of this Law, subject to paragraph (2) of this Article.
- (2) A supplies, services or works contract, the value of which is estimated by the contracting authority according to the provisions of Article 6, paragraphs (5) to (8) of this Law to an amount equal to or lower than KM 3 000 (three thousands) may be awarded by direct agreement according to the provisions of Article 47 of this Law. The contracting authority must ensure that the annual total value of such purchases does not exceed 10% (ten percent) of its total annual procurement budget.
  - (3) The contracting authority shall prepare and communicate a report to the Public Procurement Agency on any contract awarded according to the provisions of this Chapter, as specified in the Implementing Regulations and pursuant to the model reporting format prepared by the Public Procurement Agency. Any documents related to the awarding of the contract shall be preserved according to the provisions of Article 42 of this Law.

#### Article 46

#### **(Competitive Request for Quotations)**

- (1) A competitive request-for-quotations is a procedure in which the contracting authority addresses a request for quotations for the supply of goods, services or works to such a number, but not less than 3 (three), of suppliers, service providers or contractors for the purpose of awarding the contract concerned in accordance with the provisions of paragraphs (3) to (6) of this Article.
- (2) The contracting authority may, in addition, publish an appropriate notice in the Official Gazette of BiH.
- (3) The request for quotations mentioned in paragraph (1) of this Article shall include adequate and sufficient information for the suppliers to prepare their offers on a genuinely competitive basis and shall indicate the exact time limit and place for receipt of quotations. The award of the contract shall be based on the lowest price only pursuant to Article 34, item b), of this Law.
- (4) Each of the suppliers, service providers or contractors may offer only one price and cannot change it. No negotiations of price shall be conducted.
- (5) The contracting authority shall evaluate the received quotations after the expiry of the time limit mentioned in paragraph (3) of this Article on the basis of the requirements fixed as provided for in paragraph (3) of this Article. If there are at least 3 (three) responsive quotations, the contracting authority shall award the contract to the supplier, service provider or contractor meeting the award requirements stated in the request for quotations.
- (6) Where there are less than 3 (three) responsive quotations, the contracting authority shall cancel the procedure and launch one further repeat procedure. However, where the contracting authority opted for the additional publication provided for in paragraph (2) of this Article, there shall be no requirement to repeat the procedure in the event of receiving less than 3 (three) responsive quotations, and the contracting authority may proceed directly to award the contract to the supplier



offering the quotation meeting the requirements stated in the request for quotations, subject to the provisions of Articles 38 to 39 of this Law.

- (7) Models and/or standard documents for the competitive request-for-quotations procedure shall be prepared by the Public Procurement Agency.

#### Article 47

#### **(Direct Agreement)**

Direct agreement is a procedure in which the contracting authority solicits a price proposal or quotation from a single supplier, service provider or contractor and negotiates or accepts that price as a condition for the final agreement. Such procedure shall be defined in an internal Book of Rules prepared by the contracting authority following the model prepared by the Public Procurement Agency.

### **CHAPTER IV**

#### **IMPLEMENTATION AND ENFORCEMENT**

##### SECTION ONE

##### INSTITUTIONS

#### Article 48

#### **(Public Procurement Agency)**

- (1) A Public Procurement Agency (hereinafter Agency) is hereby established as an independent administrative organisation, with legal personality. The Agency shall have its seat in Sarajevo and shall have a seal in accordance with the Law on the Seal of the Institutions of BiH (Official Gazette of BiH no.12/98; 14/03).
- (2) The Agency shall have two branch offices based in Banja Luka and Mostar. The branch offices shall not have status of legal entity and shall not be authorised for decision making without approval of the Agency. The branch offices shall have identical seal as the Agency, which shall additionally include name and location of the branch office, which are the only allowed differences.
- (3) The Agency shall begin operations within 3 (three) months of the entry into force of this Law.
- (4) The function of the Agency is to ensure the proper implementation of this Law. The detailed functions of the Agency will be defined in the Implementing Regulations. Those functions shall comprise:
  - a) proposing amendments to this Law and its Implementing Regulations ensuring the effectiveness and suitability of that legislation;
  - b) reinforcing the awareness among the contracting authorities and the suppliers of the public procurement legislation and its objectives, procedures and methods;
  - c) publishing procurement manuals and guidelines and development and maintenance of standard forms and models, according to the provisions of this Law and its Implementing Regulations, to be utilized by the contracting authorities;

- d) providing technical assistance and advice to both contracting authorities and suppliers on the application and interpretation of the provisions of this Law and its Implementing Regulations;
  - e) establishing systems for monitoring the compliance of the contracting authorities with this Law;
  - f) collecting, analysing and publishing information about public procurement procedures and awarded public contracts;
  - g) developing a nation-wide electronic information system to supplement the Official Gazette to publish tender documents;
  - h) initiating and supporting development of electronic procurement and communication within the field of public procurement;
  - i) publishing training information, manuals and other aids for professional development in public procurement;
  - j) maintaining a register of accredited trainers in public procurement.
  - k) submit annual report to Council of Ministers of BiH.
- (5) The Agency shall have the Director and the Board.
- (6) The Director of the Agency shall adopt the Book of Rules on internal organization of the Agency within 2 (two) months upon the establishment of the Agency.
- (7) The Agency Board shall give approval for Implementing Regulations produced by the Director of the Agency.
- (8) The Director is appointed to Senior Executive Manager pursuant to the provisions of the Law on Civil Service in the Institutions of BiH (Official Gazette of BiH no.12/02, 19/02, 35/03, 4/04, 17/04, 26/04 and 37/04) by the Council of Ministers of BiH for a period of 5 (five) years with the possibility of a single reappointment. The Director may be dismissed by the Council of Ministers of BiH on the proposal of the Board pursuant to the provisions of the Law on Civil Service in the Institutions of BiH.
- (9) The Board of the Agency consists of 7 (seven) members. The members are: the Minister of Finance and Treasury of BiH, the Minister of Finance of FBiH, the Minister of Finance of RS, and four experts selected by open competition as provided for in the Implementing Regulations. The Mayor of Brčko District appoints an observer from the District to the Board. The Director of the Agency as well is an observer to the Board. The members of the Board, apart from the Ministers or their representatives, but including the observer from the District, serves on the Board for 5 (five) years, with the possibility of a single reappointment.
- (10) The members of the Board, by a majority vote, choose a Chairman from amongst the members who will hold the position for a two-year term. The Board meets once each 3 (three) calendar months or more often, as the Chairman deems necessary. The Board shall be provided by the Agency with adequate resources and personnel support, so as to enable it to carry out its duties under this Law.
- (11) All contracting authorities throughout BiH are obliged to co-operate with the Agency and its Director and Board when they are carrying out their activities within the scope of the responsibilities set forth in this Law and its Implementing Regulations.

## Article 49

### **(Procurement Review Body)**

- (1) The enforcement of the provisions of this Law shall be secured by the procedure set out in Section Two of this Chapter, which in the second instance shall be operated by the Procurement Review Body (hereinafter PRB).
- (2) The PRB is hereby established as an independent administrative organisation, with legal personality. The PRB shall have its seat in Sarajevo and shall have a seal in accordance with the Law on the Seal of the Institutions of BiH (Official Gazette of BiH no.12/98; 14/03).
- (3) The PRB shall begin operations within 3 (three) months of the entry into force of this Law.
- (4) The Chairman of the PRB shall adopt the Book of Rules on internal organizations of the PRB within two months upon the establishment of the PRB.
- (5) The PRB consists of 3 (three) members selected from among selected experts in administrative law and/or administrative procedure and their status shall be equal to such of an independent judge and incompatible with any direct or indirect, permanent or periodical duty, with the exception of academic activities, and 3 (three) members who are experts in the fields of works, public purchase, transportation and strategic business management, selected by open competition as provided for in the Implementing Regulations.
- (6) After completion of competition procedure, Council of Ministers will propose to the BiH Parliament members of the PRB, taking into the account that two members are from the FBiH and one from the RS.
- (7) The BiH Parliament shall appoint members of the PRB.
- (8) The PRB shall submit annual reports to the Parliament of BiH.

## SECTION TWO

### REVIEW PROCEDURE

## Article 50

### **(Objections)**

Any supplier who has a legitimate interest in a specific public procurement contract and believes that the contracting authority, during the contract award procedure concerned, has breached one or more provisions of this Law and/or its Implementing Regulations shall have the right to raise an objection against the procedure in the manner and within time limits set forth in Article 51 of this Law.

## Article 51

### **(Procedure and Time Limits for Lodging and Review of Objections)**

- (1) Objections shall be filed in first instance with the concerned contracting authority in writing within 5 (five) days from the day the complainant became aware or should have become aware of the alleged breach of this Law and not later than 1 (one) year from the date of the alleged breach.

- (2) Upon receiving the complainant's written objection, the contracting authority shall suspend the ongoing contract award procedure until the objection is fully examined and a decision is taken before the expiry of the time limit stated in paragraph (4) of this Article.
- (3) The contracting authority must, if needed, extend the time limits of the contract award procedure for the period of suspension referred to in paragraph (2) of this Article. In case the time limits of the contract award procedure notified to the suppliers are changed due to consideration of objections, the contracting authority shall dispatch to suppliers a notice to the effect, indicating the reasons for the extension of the time limits.
- (4) The contracting authority must examine the objection and take a justified decision within 5 (five) days of the receipt of the objection as well as informing the complainant of the taken decision and the justification thereof not later than on the next working day.
- (5) If the contracting authority fails to examine the objection within the time limit specified in paragraph (4) of this Article, or rejects the objection, the complainant may file a written appeal with the Procurement Review Body within 5 (five) days from the first working day after the expiry of the time limit specified in paragraph (4) of this Article, or, in the case the objection in first instance is rejected by the contracting authority, from the day the complainant was informed hereon by the contracting authority. A copy of the appeal in writing shall simultaneously be notified to the contracting authority.
- (6) Upon receiving the copy of the complainant's written appeal, the contracting authority shall suspend the ongoing contract award procedure for a period of 5 (five) days, unless the PRB instructs otherwise in writing.
- (7) Paragraphs (5) and (6) of this Article are not applicable in the case of a direct agreement procedure pursuant to Article 45, paragraph (2), of this Law.

## Article 52

### **(Powers of the Procurement Review Body)**

- (1) Upon receiving the complainant's written appeal, the PRB shall assure itself that the contracting authority has suspended the ongoing contract award procedure for a period of 5 (five) days, unless otherwise instructed by the PRB. Before the expiry of that time limit, the PRB shall take a decision whether or not an interim order according to paragraph (2) of this Article shall be issued, and inform the contracting authority thereof not later than on the next working day.
- (2) At any time following the receipt of the complaint and before the conclusion of the contract, the PRB may, by interim order and pending its final decision in the case, suspend the contract award procedure in relation to which a breach is alleged or suspend the implementation of any decision or action taken by the contracting authority during the course of the procedure where:
  - a) given the information available to the PRB it is more likely than not that the complainant will succeed in the complaint, and/or
  - b) the grant of the suspension would not cause disproportionate harm to the public interest, the procuring authority or to the tenderers.

- (3) Prior to the conclusion of a public procurement contract, the PRB has the power, if satisfied that a decision or action taken by the contracting authority was in breach of any of the obligations of this Law, to:
- a) make a declaration with regard to the legal rules or principles which apply to the subject matter of the complaint;
  - b) annul in whole or in part any act or decision of the contracting authority inconsistent with this Law, which power shall include the power to remove any technical or other specifications inconsistent with this Law;
  - c) instruct the contracting authority to correct any breaches and to proceed with the contract award procedure following correction;
  - d) order the termination of the contract award procedure;
  - e) make an award for damages to the complainant who as a tenderer has suffered loss or damage as a result of a breach of this Law.
- (4) Following the conclusion of a contract, the PRB has the power, if satisfied that a decision or action taken by the contracting authority was in breach of any of the obligations of this Law, to:
- a) make a declaration with regard to the legal rules or principles which apply to the subject matter of the complaint, and, if justified,
  - b) award damages to the complainant who as a tenderer has suffered loss or damage as a result of a breach of this Law.
- (5) The level of damages awarded under this paragraph shall be limited to the costs of tender preparation, or 10% (ten percent) of the tenderer's bid price, whichever is the greater.  
The PRB may, if satisfied that a decision or action taken by the contracting authority was in breach of any of the obligations of this Law, order the contracting authority to pay compensation to the complainant for the cost of bringing the complaint.
- (6) The decisions of the PRB may be appealed to the Courts of BiH within a time limit of 45 (forty five) days after the decision is dispatched to the complainant. In case the decision is not brought to the Courts within that time limit, the decision of the PRB is final. The jurisdiction of the Courts arises only once the administrative review procedure before the PRB has been completed.
- (7) Where the PRB is satisfied that an officer of the contracting authority has committed a deliberate and intentional breach of this Law with the effect of jeopardising the purpose of this Law as it is stipulated in Article 1 of this Law, it may in addition to the remedial powers referred to in paragraphs (1) to (5) of this Article, either:
- a) submit offence or criminal charge to the relevant court; or
  - b) impose penalties in the form of fines amounting up to KM 4000 (four thousands).
- (8) Within the framework of this Article, the working procedures of the PRB shall be established in the Implementing Regulations to include the publication of an annual report on the activities of PRB.

## **CHAPTER V**

### **ADOPTION OF IMPLEMENTING REGULATIONS**

#### Article 53

##### **(Implementing Regulations)**

Within 30 (thirty) days of the entry into force of this Law, The Council of Ministers of BiH shall, upon a proposal of the Minister of Finance and Treasury of BiH, issue the Implementing Regulations clarifying the concepts of this Law in accordance with the provisions of this Law and specifically in pursuance of the Articles 1, 4, 6, 7, 12, 13, 18, 19, 20, 30, 37, 40, 41, 45, 48, 49, 50 and 52 of this Law.

## **CHAPTER VI**

### **TRANSITIONAL PROVISIONS, REPEALS, ENTRY INTO FORCE**

#### Article 54

##### **(Provisional Performance of the Tasks of the Public Procurement Agency and the Procurement Review Body)**

- (1) For a transition period of 3 (three) months from the entry into force of this Law, the tasks of the Public Procurement Agency shall be performed by the Ministry of Finance and Treasury of BiH.
- (2) For a transition period of 3 (three) months from the entry into force of this Law, the tasks of the Procurement Review Body shall be performed by the Ministry of Finance and Treasury of BiH, the Ministry of Finance of Republika Srpska or the Ministry of Finance of the Federation of BiH, respectively.

#### Article 55

##### **(Completion of Launched Contract Award Procedures)**

All procurement proceedings that have been launched by publication of a procurement notice, according to the legislation on public procurement hitherto in force in BiH, before the entry into force of this Law and for which no procurement contract has been concluded, or against which judicial or any such other proceedings are being conducted, shall be completed in accordance with the legislation on public procurement hitherto in force in BiH.

#### Article 56

##### **(Repeals)**

- (1) Upon entry into force of this Law, the Decision on the Procedure of Procurement of Goods, Services and Contract Awarding for the Needs of the Institutions of Bosnia

and Herzegovina (Official Gazette of Bosnia and Herzegovina, No. 13/03 and 7/04) shall be made null and void as well as all other regulations covering the matter regulated under this Law, with the exception of cases referred to in Article 55 of this Law.

- (2) Within 60 days following the entry into force of this Law, the competent authorities of the entities and Brcko District of Bosnia and Herzegovina shall repeal: the Law on the Procedure of Procurement of Goods, Services and Contract Awarding in RS (Official Gazette of RS, No. 20/01); the Decree on the Procedure of Procurement of Goods, Services and Contract Awarding in FBiH (Official Gazette of the Federation, No.40/03, 58/03 and 11/04); Book of Rules for Procurement of Goods, Services and Contract Awarding of Brcko District BiH (Official Gazette of Brcko District, No. 14/02), as well as other regulations covering the matter determined under this Law, with the exceptions of cases referred to in Article 55 of this Law and this Law shall apply in the entities and Brcko District.

Article 57  
**(Entry into Force)**

This Law shall enter into force on the 8<sup>th</sup> day after being published in the "Official Gazette of BiH" and it shall be published in the Official Gazettes of the entities and Brcko District of BiH.

Parliamentary Assembly of BiH no. 101/04  
27 September, 2004.  
Sarajevo

Chair of  
the House of Representatives  
Parliamentary Assembly BiH  
**Martin Raguž**

Chair of  
the House of Peoples  
Parliamentary Assembly BiH  
**Goran Milojević**

**ANNEX I.**

**LIST OF WORKS ACTIVITIES REFERRED TO IN ARTICLE 2, PARAGRAPH (12), OF THE LAW ON PUBLIC PROCUREMENT OF BOSNIA AND HERZEGOVINA**

**The activities include construction of new buildings and works, restoring and common repairs.**

Group	Class	Subject	Notes
1		Site preparation	
	11	Demolition and wrecking of buildings; earth moving	<p>This class includes:</p> <ul style="list-style-type: none"> <li>-demolition of buildings and other structures;</li> <li>-clearing of building sites;</li> <li>-earth moving: <ul style="list-style-type: none"> <li>▪ excavation,</li> <li>▪ landfill,</li> <li>▪ levelling and grading of construction sites,</li> <li>▪ trench digging,</li> <li>▪ rock removal,</li> <li>▪ blasting,</li> <li>▪ etc.</li> </ul> </li> <li>-site preparation for mining: <ul style="list-style-type: none"> <li>▪ overburden removal and other development and preparation of mineral properties and sites.</li> </ul> </li> </ul> <p>This class also includes:</p> <ul style="list-style-type: none"> <li>-building site drainage;</li> <li>-drainage of agricultural or forestry land.</li> </ul>
	12	Test drilling and boring	<p>This class includes:</p> <ul style="list-style-type: none"> <li>-Test drilling, test boring and core sampling for construction, geophysical, geological or similar purposes.</li> </ul> <p>This class excludes:</p> <ul style="list-style-type: none"> <li>-drilling of production oil or gas wells,</li> <li>-water well drilling, see 25</li> <li>-shaft sinking, see 25</li> <li>-oil and gas field exploration,</li> <li>geophysical, geological and seismic surveying</li> </ul>
2		Building of complete construction or parts thereof; civil engineering	
	21	General construction of buildings and civil engineering works	<p>This class includes:</p> <ul style="list-style-type: none"> <li>-construction of all types of buildings;</li> <li>-construction of civil engineering constructions: <ul style="list-style-type: none"> <li>▪ bridges, including those for elevated highways</li> <li>▪ viaducts</li> <li>▪ tunnels and subways,</li> <li>▪ long-distance pipelines,</li> <li>▪ communication and power lines,</li> <li>▪ urban pipelines,</li> <li>▪ urban communication and power lines</li> </ul> </li> <li>-ancillary urban works;</li> <li>-assembly and erection of prefabricated constructions on the site.</li> </ul> <p>This class excludes:</p> <ul style="list-style-type: none"> <li>-service activities, incidental to oil and gas extraction</li> <li>-construction work, other than buildings, for stadiums, swimming pools, gymnasiums, tennis courts, golf courses and other sports installations, see 23;</li> <li>-building installation, see 3;</li> <li>-building completion, see 4;</li> <li>-architectural and engineering activities</li> <li>-project management for construction</li> </ul>
	22	Erection of roof covering and frames	<p>This class includes:</p> <ul style="list-style-type: none"> <li>-erection of roofs;</li> <li>-roof covering;</li> <li>-waterproofing.</li> </ul>
	23	Construction of highways, roads, airfields and sport facilities	<p>This class includes:</p> <ul style="list-style-type: none"> <li>-construction of highways, streets, roads, other</li> </ul>



Group	Class	Subject	Notes
			vehicular and pedestrian ways; -construction of railways; construction of airfield runways; -construction work, other than buildings, for stadiums, swimming pools, gymnasiums, tennis courts, golf courses and other sports installations; -painting of markings on road surfaces and car parks. This class excludes: -preliminary earth moving, see 11
	24	Construction of water projects	This class includes construction of: -waterways; -harbor and river works; -pleasure ports (marinas) -locks; etc. -dams and dykes; -dredging; -subsurface work.
	25	Other construction work involving special trades	This class includes construction activities specializing in one aspect common to different kinds of structures, requiring specialized skill or equipment: -construction of foundations, including pile driving; -water well drilling and construction, shaft sinking; -erection of non self manufactured steel elements; -steel bending; -bricklaying and stone setting; -scaffolds and work platform erecting and dismantling, including renting of scaffolds and work platforms; -erection of chimneys and industrial ovens. This class excludes: -renting of scaffolds without erection and dismantling.
3		Building installation	
	31	Installation of electrical wiring and fittings	This class includes installation in buildings or other construction projects of: -electrical wiring and fittings; -telecommunication systems; -electrical heating systems; -residential antennas and aerials; -fire alarms -burglar alarm systems; -lifts and escalators; -lightning conductors; etc.
	32	Insulation work activities	This class includes installation in buildings or other construction projects of thermal, sound or vibration insulation. This class excludes: -waterproofing, see 22
	33	Plumbing	This class includes installation in buildings or other construction projects of: -plumbing and sanitary equipment; -gas fittings; -heating, ventilation, refrigeration or air-conditioning equipment and ducts; -sprinkler systems. This class excludes: -installation of electrical heating systems, see 31.
	34	Other building installation	This class includes: -installation of illumination and signaling systems for roads, railways, airports and harbors; -installation in buildings or other construction projects of fittings and fixtures not elsewhere classified

Group	Class	Subject	Notes
4		Building completion	
	41	Plastering	This class includes: -application in buildings or other construction projects of interior and exterior plaster or stucco, including related lathing materials.
	42	Joinery installation	This class includes: -installation of non self-manufactured doors, windows, door and window frames, fitted kitchens, staircases, shop fittings and the like, of wood or other materials; -interior completion such as ceilings, wooden wall coverings, movable partitions, etc. This class excludes: -laying of parquet and other wood floor coverings, see 43.
	43	Floor and wall covering	This class includes laying, tiling, hanging or fitting in buildings or other construction projects of: -ceramic, concrete or cut stone wall or floor tiles; -parquet and other wood floor coverings; -carpets and linoleum floor coverings, including of rubber or plastic; -terrazzo, marble, granite or slate floor or wall coverings; -wallpaper.
	44	Painting and glazing	This class includes: -interior and exterior painting of buildings; -painting of civil engineering structures; -installation of glass, mirrors, etc. This class excludes: Installation of windows, see 42
	45	Other building completion	This class includes: -installation of private swimming pools; -steam cleaning, sand blasting and similar activities for building exteriors; -other building completion and finishing work not elsewhere classified. This class excludes: -interior cleaning of buildings and other structures
5		Renting of construction or demolition equipment with operator	
	50	Renting of construction or demolition equipment with operator	This class excludes: -renting of construction or demolition machinery and equipment without operators.

## ANNEX II

### LIST OF SERVICES REFERRED TO IN ARTICLE 2, PARAGRAPH (10), AND ARTICLE 6, PARAGRAPH (3), OF THE LAW ON PUBLIC PROCUREMENT OF BOSNIA AND HERZEGOVINA

PART A: Public contracts having as their object the following services shall be awarded according to the rules set forth in Chapter II of this Law when the contract values amounts to or exceeds the primary threshold value fixed in Article 6, paragraph (2), of this Law, and by a procedure open to international competition, when the contract value amounts to or exceeds the international threshold values fixed in Article 6, paragraph (3), of this Law.

Category No.	Subject
1	Maintenance and repair services
2	Land transport services
3	Air transport services of passengers and freight except transport, of mail
4	Transport of mail by land and by air
5	Telecommunication services
6	Financial services a) Insurance services b) Banking and investment services
7	Computer and related services
8	Research and development services
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services and related services
12	Architectural services: -engineering services and integrated engineering services; -urban planning and landscape engineering services; -related scientific and technical consulting services; -technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services

PART B: Public contracts having as their object the following services shall be awarded according to the rules set forth in Chapter II of this Law, when the contract value fixed in Article 6, paragraph (2), of this Law.

Category No.	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services
27	Other services

PART C: Public contracts having as their objects the following services are exempted of the application of this Law.

Category No.	Subject
a	Employment contracts;
b	Contracts for financial services connected with the issues, purchase, sale, assignment or transfer of securities or other financial instruments, and central bank services;
c	Contracts for arbitration and conciliation services;
d	Contracts for the acquisition, development, production or co-production of programs for radio and television broadcasting time;
e	Contracts for research and development services, except for those research and development services the benefit from which is used solely for the needs of the contracting authority and which are fully paid for by the contracting authority.



**GUIDELINES ON PREPARATION OF MODEL FORMS OF  
PROCUREMENT NOTICE, CONTRACT AWARD NOTICE AND  
CANCELLATION NOTICE**

Pursuant to Article 20 (2), in relation to Articles 13 (3), 12 (2) and 40, and based on the Article 54 (1) of the Bosnia and Herzegovina Public Procurement Law («Official gazette BiH» no. 49/04), Minister of finance and treasury passes

## **GUIDELINES**

### **ON PREPARATION OF MODEL FORMS OF PROCUREMENT NOTICE, CONTRACT AWARD NOTICE AND CANCELLATION NOTICE**

#### **Article 1**

The Guidelines set the form and format of the notices which contracting authorities from Article 3 of the Law on Public Procurement of Bosnia and Herzegovina (hereinafter: the Law) are obliged to use the public procurement procedure, in accordance to the regulations set forth in the Law.

#### **Article 2**

(1) In accordance to regulations from Article 20 (2) of the Law, following forms and formats of the notices are defined:

a) Procurement notice which is prepared in accordance to Article 13 (3) and Article 19 of the Law, as well as to Article 11 (1) of the Implementing regulations of the BiH PPL («Official gazette BiH» no. 3/05), (hereinafter: Implementing regulations) and according to the model notice -Annex 1;

b) Contract award notice which is prepared in accordance to Article 40 of the Law, and Article 11 (2) of the Implementing regulations and according to the model notice - Annex 2;

c) Cancellation notice which is prepared in accordance to Article 12 (1) b) and (2) as well as procurement cancellation from Article 20 (1) and 46 (6) and procurement termination from Article 38 (2) of the Law and Article 11 (3) of Implementing regulations and according to the model notice - Annex 3.

(2) Models of notices from Paragraph 1 items a), b) and c) are enclosed in the attachment to this Guidelines and they comprise its integral part.

#### **Article 3**

In case of a public procurement exceeding the international threshold values, a short summary of procurement notice (Annex 1) published in English in accordance with Article 6 (3) (a) of the Law.

The short summary in English, shall contain at least the following information, where the listed items are from Annex 1 of these Guidelines:

- a) Name of the contracting entity (I.1);
- b) Type of contract (II.2);

- c) Summary of the description of the object of the contract (II.4);
- d) Total quantity and/or scope of the contract (II.5);
- e) Type of procedure (IV.1);
- f) Conditions for obtaining tender documents (IV.4);
- g) Time limit for receipt of tenders/requests to participate (IV.6)

#### **Article 4**

(1) During preparation of public procurement notices, Contracting authorities are obliged to fulfil minimum technical conditions necessary for publication of the mentioned notice, namely:

- a) the notices should be typed in a computer script or in handwriting (in block letters),
- b) boxes for text, not filled by the contracting authority, should be left empty,
- c) boxes where there is a multiple choice, should be circled, or marked in other distinct way,
- d) notices should be sent by fax or mail or delivered to the address of the "Official Gazette BiH"
- e) once sent by fax, the same notice should not be sent again by mail

(2) The contracting authority shall, together with the public procurement notice, submit an order or demand for publication of the notice, signed by authorized person and verified by a seal.

#### **Article 5**

Contracting authorities, during preparation of the notices, do not fill in the boxes in the forms which are not related to their concrete subject of procurement. Only the information relevant for a given procurement is published.

#### **Article 6**

(1) Notices submitted by the contracting authorities to the "Official Gazette BiH" shall be published every Monday.

(2) All notices submitted to the "Official Gazette BiH" until Tuesday, shall be published on Monday, the following week.

(3) All notices submitted to the "Official Gazette BiH" after Tuesday, shall not be published on the following Monday, but shall be published in the first following issue of the "Official Gazette BiH"

#### **Article 7**

Directly after publication in the BiH Official Gazette, the Gazette transfers the notices in electronic form to the Public Procurement Agency for their publication on the Public Procurement Website.

#### **Article 8**

If contracting authorities do not prepare the notices in accordance to these Guidelines and Annexes 1, 2 or 3, the Official Gazette BiH rejects the publication of the notice.

The Official Gazette BiH shall accept and publish all notices submitted in a form which is not consistent to the model notices from Annexes 1, 2 or 3, during the interim period of 30 (thirty) days since the day these Guidelines enter into force.

### **Article 9**

Electronic format of models of notices from Annexes 1, 2 and 3 of the Guidelines shall be available free of charge on the Public Procurement Website and on the BiH Official Gazette Website.

Model forms from the Annexes 1, 2 and 3 of the Guidelines shall be available to all contracting authorities also in printed form at the Public Procurement Agency, after its establishment, and at the Official Gazette of BiH.

### **Article 10**

This Guidelines shall enter into force 8 (eight) days after being published in the BiH Official Gazette.

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No. 01-STK-02-816/05

Date: 7<sup>th</sup> March 2005.  
Sarajevo

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Minister  
**Ljerka Marić, MA**



**INSTRUCTIONS  
ON ELABORATION OF THE MINUTES FROM THE TENDER  
OPENING**

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- English translation

Pursuant to Articles 33 (5) and 54 (1) of the Public Procurement Law of Bosnia and Herzegovina ("The Official Gazette BiH", no. 49/04), Minister of Finance and Treasury adopts

## **INSTRUCTIONS**

### **ON ELABORATION OF THE MINUTES FROM THE TENDER OPENING**

#### **Article 1**

Pursuant to Article 33 (5) of the Public Procurement Law of Bosnia and Herzegovina and Article 13 (4) of Implementing regulations of the Public Procurement Law ("Official Gazette BiH", no. 03/05), contracting authority for the preparation of meeting minutes from the opening of tenders shall put all the information in the meeting minutes according to the template for meeting minutes attached herewith in Annex, which comprises the integral part of these Instructions.

#### **Article 2**

Meeting minutes contain all information determined by the template for meeting minutes which are put in the meeting minutes on the meeting, starting at a particular time on a particular place, as set in the public procurement notice.

Meeting minutes from tender opening shall be made in such a way, that:

(1) all information communicated during the tender opening meeting shall be immediately recorded in the minutes,

(2) at the conclusion of the meeting the minutes shall be signed by the Chairperson of the Procurement Commission and each representative of tenderers attending the meeting,

(3) the minutes shall be included in the tender documentation,

(4) copies of the minutes shall be immediately sent to all tenderers, including the ones whose representatives were not present at the tender opening.

#### **Article 3**

These Instructions shall be published in the "Official gazette BiH" and shall enter into force 8 (eight) days after being published in the "Official Gazette of BiH".

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No. 01-STK-02-816/05

Date: 7<sup>th</sup> March 2005.  
Sarajevo

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Minister  
**Ljerka Marić, MA**