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our no. and ref.: 2-JPP/24/SK
your no. and ref.:
date: 4 July 2024

TO ALL INTERESTED
ECONOMIC OPERATORS

Subject-matter of procurement: Invitation to Bid for the Purchase of T-type Cargo Wagons

We invite you to submit a Bid for the **Purchase of T-type Cargo Wagons** in accordance with this Invitation to Bid.

Please deliver the bid in a sealed envelope with the obligatory label "**DO NOT OPEN! BID FOR THE PURCHASE OF T-TYPE CARGO WAGONS, 2-JPP/24/SK**", at the latest by **19 July 2024, 11:00 a.m.**, to the address HŽ Cargo d.o.o., Nabava, Grupa za nabavu, Heinzelova 51, Zagreb, soba br. 16.

The Bid must contain the following:

- unit price (VAT exclusive) and total bid price (VAT exclusive),
- total bid price (VAT inclusive),
- offered price must be fixed; except in the case of negotiation, then the price that was reached through negotiation will be fixed,
- place, time limit and means of delivery,
- warranty period for delivered goods,
- option (validity period) of the bid (at least 120 days) from the time limit for the submission of bids,
- payment terms, method and due date,
- Primary Bid Form enclosed herein,
- evidence of eligibility in accordance with item 2 of this Invitation to Bid,
- Primary Bid Sheet (Annex I) - (integral part of the bid), and in the event of Joint Bidders also (Annex Ia of the Primary Bid),
- Statement of Integrity (Annex II),
- Declaration of Submission of a Performance Guarantee against the failure to fulfil contractual obligations (Annex III),
- Declaration of No Criminal Record (Annex IV),
- Technical Requirements (Annex V) – for the Primary and Alternative Bids,
- Declaration of Possession and/or Access to a Workshop with the infrastructure to repair malfunctions within the warranty period (Annex VI),
- Alternative Bid Form enclosed herein,
- Alternative Bid Sheet (Annex I) - (integral part of the bid), and in the event of Joint Bidders also (Annex Ia of the Alternative Bid),
- written evidence of technical conformity of Cargo Wagons in accordance with item 1.3 of this Invitation to Bid,
- quarterly delivery schedule for the Primary and Alternative Bids - as an integral part of the Bid.

Bids that have not arrived within the time limit for the submission of bids will not be opened, and will be marked as late and returned to the Bidder unopened.

Bids will be opened by authorized persons of the Seller, without the presence of representatives of Economic Operators, i.e. without the public opening of bids.

In case of selection of an Alternative Bid by the Contracting Entity for the subject matter of procurement, all documents requested and submitted by the Bidder in accordance with this Invitation to Bid will also apply to the Alternative Bid.

1. INFORMATION ABOUT THE SUBJECT-MATTER OF PROCUREMENT

1.1. DESCRIPTION OF THE SUBJECT-MATTER OF PROCUREMENT

The subject-matter of procurement is the procurement of T-type Cargo Wagons, a 4-axle covered wagon intended for the transport of agricultural products, mainly grains and similar bulk products, sensitive to moisture. Cargo wagons must conform to the minimum Technical Requirements for 270 Cargo Wagons (Annex V), which is an integral part of this procurement documentation. Cargo wagons must conform to TSI-WAG and TSI-Noise regulations, EN standards, valid UIC brochures and the agreement for mutual use of Cargo Wagons in international transport OUU/GCU/AVV.

1.2. QUANTITY OF THE SUBJECT-MATTER OF PROCUREMENT

The exact quantity of procurement is determined in the Primary Bid Form, which is an integral part of this Invitation to Bid.

The Contracting Entity stipulates that it will retain the right to decide, regarding this subject-matter of procurement, whether to procure/contract the quantity of the subject-matter of procurement as follows:

270 T-type Cargo Wagons within a 24-month delivery term according to the Primary Bid Form

or

180 T-type Cargo Wagons within an 18-month delivery term according to the Alternative Bid Form.

For this reason, in addition to the Primary Bid, the Bidder will also submit an Alternative Bid via the Alternative Bid Form and the Alternative Bid Sheet (Annex I), an integral part of this Invitation to Bid.

1.3. TECHNICAL REQUIREMENTS

The Cargo Wagons offered must have the minimum properties required in the Technical Requirements for 270 Cargo Wagons, which is Annex V of this Invitation to Bid, and in the event of selecting an Alternative Bid, the minimum properties required in the Technical Requirements for 180 Cargo Wagons (Annex V).

The Bidder is required to submit the filled-out Annex V with the Bid, in such a way that the Bidder fills in all the data in all the fields of the said Annex, thus confirming that the Cargo Wagon the Bidder is offering fully corresponds to all the prescribed functionalities from Annex V.

As an integral part of the Bid, the Economic Operator is required to submit written evidence of the technical conformity of the Cargo Wagon, namely the Manufacturer's technical specifications and/or catalogue, or any corresponding document issued by the Manufacturer or an Authorized Representative/Distributor of the Cargo Wagons, which shows the conformity of all the technical

specifications of the offered Cargo wagon, with which the conformity to Technical Requirements of Annex V of this procurement documentation is proven.

The offered Cargo Wagons must meet all the conditions established by the regulations on rolling stock and other regulations in force in the Republic of Croatia and the European Union at the time of publication of this procurement procedure.

1.4. WARRANTY PERIOD AND BIDDER'S OBLIGATIONS DURING THE WARRANTY PERIOD, QUALITY CONTROL, TESTING AND DETAILED TECHNICAL DESCRIPTION

1.4.1. Warranty (guarantee) for the repair of malfunctions within the warranty period

The Bidder guarantees that the delivered Cargo Wagons will be new and unused, and that they do not have defects resulting from any procedure or omission of the Bidder and the manufacturer, which could occur during the regular use of the delivered Cargo Wagons.

The Bidder provides an unconditional warranty period for each Cargo Wagon for a minimum duration of 24 (twenty-four) months from the date of delivery, and during that time the Bidder is required to remedy any complaint at his own expense, except for violent damage to the Cargo Wagon.

The guarantee obligates the Bidder only under the condition of stipulated handling, use of stipulated parts and consumables, and stipulated maintenance of the delivered Cargo Wagon according to the Bidder's instructions.

The provisions of the valid Obligations Act apply to the obligations of the Bidder as per the warranty of the Cargo Wagon serviceability.

The warranty for the Cargo Wagon starts from the day of delivery, and the handover is carried out by the authorized representatives of the Contracting Entity and the Bidder by mutual signing of the Record of Handover.

During the warranty period, the Bidder undertakes (guarantees) to repair all defects and malfunctions on the delivered Cargo Wagons (including all parts without exemptions), caused by the error of the Manufacturer or Supplier, which includes all mechanical and other parts of the Cargo Wagon and any extraordinary malfunctions that may arise as a result of regular use of the Cargo Wagon, at the Bidder's expense, and return it repaired to the Contracting Entity.

The response time is within 24 hours per call, i.e. notice of the occurrence of a defect or malfunction in the delivered Cargo Wagons. The Bidder is required to enable the reporting of any defects, irregularities, malfunctions and disruptions in the operation of the Cargo Wagon (including all parts of the Cargo Wagon) within the warranty period from 0 to 24 hours a day during the year in the 24/7/30/365 regime (hours per day/days per week/days per month/days per year).

In the event that the malfunction cannot be repaired within 72 (seventy-two) hours, the Bidder will immediately inform the Contracting Entity of the foreseeable deadline for the repair of the malfunction.

The warranty on the part of the Cargo Wagon on which the malfunction occurred is extended for as many days as the Contracting Entity was deprived of the use of the Cargo Wagon in question.

1.4.2. QUALITY CONTROL AND TESTING

Regarding the quality of Cargo Wagons, the Bidder is required to comply with standards and all positive regulations regulating the matter in question.

Quality control will be carried out in accordance with the Bidder's Quality Control Plan, which will be an integral part of the contract, and which will be agreed upon by the Bidder and the Contracting Entity within 30 (thirty) days from the entry into force of the contract.

The Contracting Entity has the right, through its authorized representatives and/or a third party authorized by the Contracting Entity, to perform quality control at the Bidder's the Manufacturer's and its Sub-suppliers' premises during the manufacture of Cargo Wagons, and the Bidder is required to make this possible with the presence of his representatives.

The Bidder is required to provide the Contracting Entity with statements (certificates) about the carried out factory tests of Cargo Wagons during quality control. The statements (certificate) will be an integral part of the Record of Handover of each individual Cargo Wagon.

The Bidder is required to inform the Contracting Entity in writing about the place and date of the quality testing and the handover of the Cargo Wagon no later than 7 (seven) days before the handover date.

Quality control can be performed by the Contracting Entity and/or its authorized representatives and/or a third party authorized by the Contracting Entity before manufacture, during manufacture and before the handover.

The Bidder is required to eliminate all observed and established defects during the implementation of quality control at his own expense.

The above obligation is a contractual obligation and is included in the bid price. In such a way, there are no hidden costs for the Bidder, but the Contracting Entity has clearly and unequivocally established the specified obligation as a contractual obligation and a clearly defined cost.

The testing of each manufactured Cargo Wagon will be carried out in accordance with the provisions and regulations on rolling stock, according to the Quality Plan for the Manufacture of Cargo Wagons and other regulations in force in the Republic of Croatia and the European Union at the time of publication of this procurement procedure.

1.4.3. DETAILED TECHNICAL DESCRIPTION

The Bidder is required to submit enclosed to the Bid:

- a detailed Technical Description from which it is evident that the offered Cargo Wagons fully comply with the Technical Requirements for 270 Cargo Wagons (Annex V), and, with regard to the Alternative Bid, with the Technical Requirements for 180 Cargo Wagons of this Invitation to Bid.

1.4.4. REPLACEMENT PARTS

The Bidder undertakes to supply the Contracting Entity with replacement parts according to the replacement parts catalogue within the next 10 years after the expiration of the warranty period.

1.5. PLACE, TIME LIMIT AND MEANS OF DELIVERY

The place of delivery of Cargo Wagons on a DDP (delivered duty paid) basis is the Republic of Croatia according to Incoterms 2020, with collection at the Bidder's facility.

If the Bidder is a foreign Economic Operator, he must submit proof of the origin of the goods with each individual delivery; EUR 1 or the corresponding invoice declaration.

The term of delivery of Cargo Wagons is 24 (twenty-four) months from the entry into force of the contract.

In the event of selecting an Alternative Bid, the term of delivery of Cargo Wagons is 18 (eighteen) months from the entry into force of the contract.

The Contracting Entity expects the Bidder to deliver a minimum of 30 Cargo Wagons within 3 months from the entry into force of the contract.

Upon completion of the manufacture of an individual Cargo Wagon, the technical inspection, and the enforceability of the authorization for the use of rolling stock on the railway network in the Republic of Croatia issued by the Croatian Railway Safety Agency, for the Cargo Wagon being handed over, provided that the Cargo Wagon fully complies with the Technical Requirements and the Technical Description, and that the Bidder has fully fulfilled his contractual obligations, each individual Cargo Wagon will be handed over on the Bidder's premises, after which the Cargo Wagon will be delivered to the Contracting Entity.

Defects that are noticed during the handover of each individual Cargo Wagon will be repaired by and at the expense of the Bidder.

The handover between the contracting parties will be recorded in writing in Croatian and/or English. The Record of Handover must be certified by authorized persons who will be determined by the contract.

The above obligation is a contractual obligation and is included in the bid price. In such a way, there are no hidden costs for the Bidder, but the Contracting Entity has clearly and unequivocally established the specified obligation as a contractual obligation and a clearly defined cost.

The Bidder is required to deliver all the technical documentation that will be stipulated in the contract for each Cargo Wagon during handover.

The documentation that is the subject of delivery represents the contractual documentation and obligation and is included in the price of the Bid and must be delivered in Croatian and in Latin script. All other documentation that is delivered during the handover of the Cargo Wagon represents contractual documentation and must also be in Croatian and in Latin script. Exceptionally, the specified documentation or part of the specified documentation may be in another language, but in that case a translation into Croatian by an authorized court interpreter must also be attached. The above obligation is a contractual obligation and is included in the bid price. In such a way, there are no hidden costs for the Bidder, but the Contracting Entity has clearly and unequivocally established the specified obligation as a contractual obligation and a clearly defined cost.

1.6. PAYMENT TERMS, METHOD AND DUE DATE

Payments will be made on the basis of the issued invoice for each delivered delivery.

The payment obligation towards the creditor begins on the date of receipt of the invoice for the delivered goods. The payment due date is 30 days; from the 31st day for late payments, the agreed default interest rate of 7% will be applied.

Claims from the Contracting Entity may not be transferred to third parties without the written consent of the Contracting Entity. In the event of agreement reached, only the main claim can be transferred.

Payment method: Payments to the business account.

The contract number must be stated on each invoice.

The Contracting Entity approves advance payments (interest-free advances) in the amount of 20% of the total contract price.

The Bidder is required to deliver the security instrument for the advance payment to the Contracting Entity no later than 8 (eight) days from the date of the mutual execution of the contract. Upon delivery of the security instrument for the advance payment, the Contracting Entity will make the payment to the account of the selected Bidder.

As a guarantee for the refund of the received advance payment, the Economic Operator is required to provide and deliver, i.e. duly submit, to the Contracting Entity a guarantee in the form of:

- an original bank guarantee that must be unconditional, on "first demand" and with a "no protest" clause in the amount of 20% (twenty per cent) of the total agreed price,
- or
- a debenture - regular and certified by a notary public in accordance with the provisions of the Enforcement Act and in the amount of 20% (twenty per cent) of the total agreed price (for Bidders with headquarters in Croatia).

In the event that the Economic Operator is representing Joint Bidders, the Guarantee for the refund of the advance received must be valid for all Joint Bidders, not just one Joint Bidder, and the guarantee must contain a statement that it is a Joint Bid, or that each Joint Bidder can submit a guarantee for his part of the obligation from the contract with regard to the advance payment.

The refund of the advance payment is calculated in such a way that the Bidder deducts 20% (twenty per cent) of the amount of the advance payment from each issued invoice.

The Contracting Entity undertakes to return the guarantee for the advance payment within 30 (thirty) days from the date of receipt of the last invoice issued by the Bidder. The Bidder undertakes to extend the bank guarantee if, due to exceeding the time limit for delivery of Cargo Wagons, the time limit specified in the bank guarantee expires.

After handing over and placing at the permanent disposal to the Contracting Entity each individual Cargo Wagon, the Bidder will issue invoices to the Contracting Entity for the total price of the Cargo Wagons that are the subject of delivery. Along with the invoice, it is obligatory to attach the Record of Handover of the Cargo Wagon.

2. EVIDENCE OF ELIGIBILITY

2.1. Declaration of No Criminal Record

A reason to exclude a Bidder is if the Economic Operator or its legal representative has been effectively convicted of any of the following criminal offences or such appropriate criminal offences stipulated by the regulations of the Economic Operator's country of establishment or the country of which the Economic Operator's legal representative is a citizen:

a) fraud (Article 236), fraud in economic operations (Article 247), receiving bribe in economic operations (Article 252), giving bribe in economic operations (Article 253), abuse in a public procurement procedure (Article 254), tax or customs duty evasion (Article 256), subsidy fraud (Article 258), money laundering (Article 265), abuse of position and authority (Article 291), illegal favouring (Article 292), receiving bribe (Article 293), giving bribe (Article 294), influence peddling (Article 295), giving bribe for influence peddling (Article 296), criminal association (Article 328), and committing a criminal offence within a criminal association (Article 329) according to the Criminal Code,

b) fraud (Article 224), money laundering (Article 279), fraud in economic operations (Article 293), receiving bribe in economic operations (Article 294a), giving bribe in economic operations (Article 294b), association for the purpose of committing criminal offences (Article 333), abuse of position and authority (Article 337), abuse of public duty (Article 338), illegal intermediation (Article 343), receiving bribe (Article 347), and giving bribe (Article 348) according to the Criminal Code (Official Gazette nos. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11 and 143/12).

For the purpose of establishing the presence of any circumstances referred to in this item, the Economic Operator must submit a **declaration** with his Bid or request to participate. The declaration must be given by the legal representative of the Economic Operator. The declaration must not be older than 3 (three) months following the start date of the procurement procedure.

The Bidders will provide evidence in the form of a declaration according to **the declaration template provided in Annex IV** of this Invitation to Initial Bid. The Contracting Entity emphasizes

that the declaration template provided in Annex IV is just a template, and that Bidders may provide a declaration in other forms. What matters is that the content corresponds to the template.

2.2. Certificate of the Balance of Debt

A reason to exclude a Bidder is if the Economic Operator has failed to perform its obligation to pay its due tax obligations and obligations for pension and health insurance, unless he is not permitted to pay such obligations or has been granted a payment extension with respect to such obligations (for example, in a pre-bankruptcy settlement proceeding) under a special law.

For the purpose of establishing the presence of the circumstances referred to in this item, the Economic Operator will provide in his Bid:

1. a Tax Administration's certificate of the balance of its debt, which **will not be older than 30 days following the start date of the procurement procedure**, or
2. an equivalent valid document issued by the competent authority of the Economic Operator's country of establishment if no such certificate as specified in item 1 is available, or
3. a sworn statement or an appropriate declaration of the Economic Operator's legal representative given before a judicial or administrative authority or a notary public or the competent industry or trade body in the Economic Operator's country of establishment or in the country of which such person is a citizen, or a declaration with notarized signature, which will not be older than 30 days following the start date of the procurement procedure if no such certificate as specified in item 1 or such equivalent document as specified in item 2 is available.

2.3. Evidence of Legal and Business Eligibility

The Bidder must demonstrate its registration in a court, craft, trade or any other relevant registry of its country of establishment.

Registration in a registry is proved with a corresponding extract, or, if such extract is not available in its country of establishment, the Bidder may provide a declaration on which its signature is certified by a competent authority.

Such evidence may not be older than 3 months following the start date of the procurement procedure, i.e., the day this Invitation to Bid is published.

2.4. Evidence of Financial Eligibility

The Bidder must submit a BON 2 or SOL 2 form for 6 months, or a corresponding document issued by banking or other financial institutions proving the solvency of the Economic Operator, which may not be older than 30 days from the date of the start of the relevant procurement procedure, i.e. the day this Invitation to Bid is published.

2.5. Evidence of Technical and Professional Eligibility

2.5.1. Ability to Repair Malfunctions within the Warranty Period

The Economic Operator is required to submit evidence that it owns and/or has access to a workshop(s) for the repair of malfunctions within the warranty period, with the required infrastructure already available, i.e. a declaration about the tools, facilities and technical equipment available to the Economic Operator for the purpose of executing the contract.

The Economic Operator is required to provide evidence that the above workshop/s is equipped with at least the following:

- A pit for inspecting Cargo Wagons from below and a platform for inspecting Cargo Wagons from above
- Tools, devices and technical equipment.

For this purpose, the Economic Operator submits evidence via a **declaration** about tools, facilities and technical equipment available to the Economic Operator for the purpose of executing the contract (**Declaration in Annex VI of this Invitation to Bid**).

All evidence can be submitted as an uncertified copy, whereby an uncertified printout of an electronic document is also considered an uncertified copy.

The Contracting Entity may request the delivery of originals or certified copies of one or more documents required in items 2.1– 2.5 from the selected Bidder.

In the event of Joint Bidders, the circumstances in items 2.1– 2.5 are determined for each Joint Bidder separately.

2.6. Bid Guarantee (per Primary Bid Form)

As part of the Bid, the Bidder will submit a Bid Guarantee for the seriousness of the Bid in one of the following forms:

- an original bank guarantee that must be **unconditional**, on **“first demand”** and with a **“no protest”** clause
or
- a debenture - regular, certified by a notary public in accordance with the provisions of the Enforcement Act (for Bidders with headquarters in Croatia)
or
- a cash deposit in the requested amount. The Bidder must pay the requested amount to the Company's giro account opened with Privredna banka Zagreb d.d., account number HR2823400091510962032, and must specify the subject to which the deposit relates.
(Proof of deposit payment of the Bid Guarantee forms an integral part of the Bid)

The Bid Guarantee must be addressed to the Contracting Entity: HŽ CARGO d.o.o., Heinzelova 51, Zagreb, OIB: 08720210702, and delivered in the **absolute amount of 3% of the Bidder's submitted total bid price, VAT exclusive, according to the Primary Bid Form.**

In the event of Joint Bidders, the Bid Guarantee may be submitted cumulatively.

The Bidder must provide the above guarantee as part of his Bid in the event the Bidder (I) withdraws his bid within its validity period, (II) submits false information, (III) fails to submit the original or certified copies, or (IV) refuses to sign the contract. In the above cases, the Contracting Entity has the right to receive compensation on the basis of the Bid Guarantee in its entirety. The Bid Guarantee must be valid until the Bid expires. A Bid that is not covered by a Bid Guarantee will be rejected, that is, it will be unacceptable to the Contracting Entity.

On the part of the Contracting Entity, the Bid Guarantee will be returned to the potential Bidder after the procurement procedure has been carried out, except in the case of receiving compensation on the basis of the Bid Guarantee, as stated above.

The Bidder must submit the required Bid Guarantee, which is mandatory, as an integral part of his Bid; bind it by placing it in a plastic folder with holes, mark the page numbers on the plastic folder (page number/total pages or total pages/page number), and bind it with a security cord. In order to prevent the subsequent removal of the contents of the plastic folder, the top of the plastic folder must be sealed with a sticker with the Bidder's seal impressed and his signature.

Note: The Bid Guarantee, which will be delivered as part of the Bidder's Primary Bid, will be used for possible negotiations between the Bidder and the Contracting Entity.

In this case, Bid Guarantee will apply to the delivered corrected Bid of the Bidder after the negotiation regarding this subject-matter of procurement. In this case, the Guarantee must be valid until the expiry of the validity of the negotiated Bid.

In the event that the Contracting Entity selects an Alternative Bid from the Bidder during this procurement procedure, the submitted Bid Guarantee will apply to the submitted Alternative Bid

according to the Alternative Bid Form, as well as to possible negotiations based on it. In this case, the Guarantee must be valid until the expiry of the validity of the negotiated Alternative Bid.

2.7. Performance Guarantee

The selected Bidder must provide within 5 days of the procurement contract execution a performance guarantee against the failure to fulfil contractual obligations, valid for the entire term of the contract, in an amount equalling 10% (ten per cent) of the total value of the contract, VAT exclusive, in any of the forms specified below:

- an original bank guarantee that must be **unconditional**, on **"first demand"** and with a **"no protest"** clause
or
- a debenture - regular and certified by a notary public in accordance with the provisions of the Enforcement Act (for Bidders with headquarters in Croatia).

The Performance Guarantee against the failure to fulfil contractual obligations must be addressed to the Contracting Entity (HŽ Cargo d.o.o., Heinzelova 51, 10000 Zagreb, OIB: 08720210702).

The Bidder is required to submit, as an integral part of his Bid, a Declaration that if he is selected, he will submit a guarantee in the amount of 10% of the contracted amount, VAT exclusive, within 5 days of the procurement contract execution (in accordance with the relevant Declaration form in Annex III of this Invitation to Bid). The Declaration must be certified by the signature of the person authorized to represent the Economic Operator and sealed with a seal.

2. OTHER RELEVANT CONDITIONS

3.1. Conditions for the Conclusion of a Procurement Contract

After the procurement procedure has been carried out, a contract for the procurement of the goods will be concluded with the selected and eligible Bidder, in accordance with the Bid Form (Primary or Alternative), the Bid Sheet (Primary or Alternative), Technical Requirements of the Primary or Alternative Bid (Annex V), and this Invitation to Bid.

If the Bidder does not execute the contract within 8 (eight) days after the invitation to execute the procurement contract, it will be considered that he has given up on entering into the procurement contract and the Bidder shall have no right to the security deposit refund.

The general terms and conditions of the contract will be established in accordance with the Obligations Act and other applicable legal regulations of the Republic of Croatia. In the event of a dispute, the competent court in Zagreb will have jurisdiction.

4. FORM AND PREPARATION OF BID

The Bid, including the relevant documentation, will be prepared in Croatian or English, and the bid price expressed in EUR and written in numbers.

The Bid must be submitted with all the documents specified in this Invitation to Bid.

If the Bid is made in several parts, the Bidder must specify in the bid contents how many parts the Bid consists of. Parts of the Bid such as samples, catalogues, storage media, etc., that cannot be bound will be labelled and indicated in the bid contents as part of the Bid.

The Bid must be bound by the security cord into an inseparable unit. The bound Bid must be sealed by placing a sticker on the ends of the security cord and impressing the Bidder's seal.

Pages of the Bid must be numbered to indicate the number of each page and the total number of pages of the Bid (e.g., 1/24 or 24/1). If the Bid is made of several parts, each subsequent part will be identified by the number following the number of the last page of the preceding part.

If a part of the Bid is originally numbered (for example, catalogues), the Bidder does not need to renumber that part of the Bid.

The Bid must be submitted in one original paper copy. The Bid must be written in indelible ink.

Any corrections in the paper copy of the Bid must be made in such a manner so as to be visible. Corrections must be dated and certified with a legitimate signature and stamp of the Bidder's authorized representative.

Within the time limit for the submission of Bids, the Bidder can amend his Bid, add to it or withdraw from it with an additional, duly signed statement. Amendments to the Bid are submitted in the same way as the Primary Bid with a mandatory indication that it is an amendment to the Bid.

Note: After the Bid has been delivered, additional negotiations between the Contracting Entity and the Bidder that delivers an acceptable Bid may take place.

In this procurement procedure, the Contracting Entity reserves the right to cancel or terminate the procedure and/or give up on the procurement, in any part before or after the time limit for the submission of Bids.

In this case, Bidders have no right to demand any compensation from the Contracting Entity.

After reviewing the bids and any eventual negotiations, the Contracting Entity will, according to the selection criteria, make the:

Decision to select the Primary or Alternative Bid
or
Annulment Decision

The Contracting Entity will send by e-mail the Selection Decision or Annulment Decision to all Bidders who participated in this procurement procedure.

For any clarification or further information, please contact us in writing, by email to snjezana.krapljan@hzcargo.hr.

Please indicate the correct procurement reference number of the bid in question (2-JPP/24/SK).

Sincerely,

MANAGEMENT - DIRECTOR

Dragan Marčinko



Annexes:

Annex I: Primary Bid Sheet (with Annex Ia in the event of Joint Bidders)

Annex II: Statement of Integrity

Annex III: Declaration of Submission of a Performance Guarantee against the failure to fulfil contractual obligations

Annex IV: Declaration of No Criminal Record

Primary Bid Form

Technical Requirements for 270 Cargo Wagons - Primary Bid (Annex V)

Technical Requirements for 180 Cargo Wagons - Alternative Bid (Annex V)

Declaration of Possession and/or Access to a Workshop with the infrastructure to repair malfunctions within the warranty period (Annex VI)

Annex I: Alternative Bid Sheet (with Annex Ia in the event of Joint Bidders)

Alternative Bid Form