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I GENERAL INFORMATION

1. Invitation to tender

Pursuant to Article 21, point c) and Article 30 of the Public Procurement Law (Official Gazette of BiH 39/14) (hereinafter: the Law), the Bosnia and Herzegovina Directorate of Civil Aviation (hereinafter: the Contracting Authority) hereby invites you to submit your tender for the procurement of software maintenance services for *Flight Crew Licensing – Medical (FCL-M)* and *Air Traffic Controller Licensing – Medical (ATC-M)*.

The envisaged procurement procedure shall be a negotiated procedure without prior publication of a procurement notice.

A detailed description of the Scope of Procurement is given under Chapter II of the tender documentation.

2. General information in relation to the procedure

The public procurement procedure will be conducted in accordance with the Public Procurement Law ("Official Gazette of BIH" No. 39/14), the by-laws adopted under the Law and this tender documentation.

3. Information on the Contracting Authority

Contracting Authority:	Bosnia and Herzegovina Directorate of Civil Aviation
Address:	Vojvode Pere Krece bb
Postal code:	78 000
City:	Banja Luka
Identification number:	4403098880005
Phone:	+387 51 921 222
Fax:	+387 51 921 520
Website:	www.bhdca.gov.ba
Contact person:	Adnan Hadžić
Tel:	+387 33 881 307
E-mail:	adnan.hadzic@bhdca.gov.ba

4. Conditions and evidence of qualification of a tenderer

4.1 Conditions:

- That there are no restrictions for participation in the public procurement procedure for reasons specified in Article 45 of the Law,
- they must be authorised to pursue professional activity and/or be registered in the relevant professional or commercial registers (Article 46 of the Law)
- their technical and professional ability should guarantee proper implementation of the contract (Article 50 of the Law).



4.2 Evidence:

4.2.1 In accordance with Article 45 of the Law, the tenderer should submit evidence:

- a) that the candidate/tenderer has not been convicted in criminal proceedings by a final judgment for criminal offenses of organized crime, corruption, fraud or money laundering, in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;
- b) that the candidate/tenderer is not bankrupt / is not subject to bankruptcy proceedings / is not subject to liquidation proceedings or in the process of suspension of business activities, in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;
- c) that the candidate/tenderer has fulfilled obligations relating to the payment of pension, disability and health insurance in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;
- d) that the candidate/tenderer has fulfilled obligations relating to the payment of direct and indirect taxes in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;

4.2.2 In accordance with Article 46 of the Law, the tenderer should submit proof of registration in the relevant professional or other registers of the country in which it is registered or should provide a special statement of the competent authority verifying his right to perform professional activity relating to the subject of procurement.

4.2.3 In accordance with Article 50 of the Law, the tenderer should submit in his tender:

- a) evidence demonstrating that the tenderer has within the last three (3) years successfully completed at least three (3) contracts the character and complexity of which are the same or similar to the Scope of Procurement, with the relevant documents attached as proof (confirmations from buyers – aviation authorities).

5. Preparation of the initial tender

The tenderer shall prepare an initial tender in accordance with the requirements specified in this tender documentation. Any tender that is not in compliance with the tender documentation shall be discarded as non-responsive.

The tenderer shall bear all costs associated with the preparation and submission of its tender. The Contracting Authority shall in no case be responsible or liable for these costs.

The tenderer shall submit one original and one copy of its tender.

All sheets shall be tightly bound, with numerated pages. All sheets of the tender should be initialled or signed by a person or persons authorised to represent the tenderer. Any amendments to the tender must be legible and initialled by authorised persons.



The tender, any tender-related documents and correspondence between the tenderer and the Contracting Authority shall be written in one of the official languages in Bosnia and Herzegovina. The attached documents and printed materials submitted by the tenderer may be written in another, internationally used, language provided that an official translation of the relevant parts is attached in the language in which the tender was written.

The Contracting Authority shall require the tenderer to specify, upon submission of the information to the Contracting Authority, which information are to be considered confidential, on what grounds such information are considered confidential, and for which duration they are to remain confidential. The tender price shall in no case be considered as confidential. The tenderer shall submit a list of information considered confidential (Annex 2 – List of Confidential Information). The Contracting Authority cannot guarantee confidentiality for information not specified in the above described manner.

5.1 Contents of the initial tender

1. Tender Submission Form, Annex 1;
2. List of Confidential Information, Annex 2;
3. Tender Price Form, Annex 3;
4. Proof issued by the competent authority of the country where the tenderer is registered verifying that the candidate/tenderer has not been convicted in criminal proceedings by a final judgment for criminal offenses of organized crime, corruption, fraud or money laundering, in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;
5. Proof issued by the competent authority of the country where the tenderer is registered verifying that the candidate/tenderer is not bankrupt / is not subject to bankruptcy proceedings / is not subject to liquidation proceedings or in the process of suspension of business activities, in accordance with current legislation of Bosnia and Herzegovina or of the country in which it is registered;
6. Certificate issued by the competent authority of the country where the tenderer is registered verifying that the tenderer has fulfilled its obligations relating to the payment of social security contributions, including contributions for the pension and disability insurance and for health insurance in accordance with the relevant legislation of Bosnia and Herzegovina or legislation of the country where the tenderer is registered;
7. Certificate issued by the competent authority of the country where the tenderer is registered verifying that the candidate/tenderer has fulfilled its obligations relating to the payment of tax obligations including direct and indirect taxes in accordance with the relevant legislation of Bosnia and Herzegovina or of the country where the tenderer is registered;
8. Proof of registration in a relevant commercial or professional register/ excerpt from the register of the country in which the tenderer is established;
9. A list of major contracts demonstrating that the tenderer has within the last three (3) years successfully completed at least three (3) contracts the character and complexity of which are the same or similar to the Scope of Procurement, with the relevant documents attached as proof (confirmations from buyers – aviation authorities);
10. A Declaration of Acceptance of the Terms and Conditions of the Tender Documents, Annex 4;
11. A written statement by the tenderer under Article 52 of the Law, Annex 5;



12. Description of the provision of services;
13. Initialled proposal of the Contract; Annex 6.

The documents or certificates (originals or certified copies) specified under item 5.1 of the Tender Documentation (points 3 through 7) shall not be older than 3 months counting from the submission date of the initial tender.

6. Submission and opening of the initial tender

Tenders shall be submitted to the following address:

Directorate of Civil Aviation of Bosnia and Herzegovina
Vojvode Pere Krece bb
78000 Banja Luka
Bosnia and Herzegovina

and shall be labelled as 'INITIAL TENDER FOR THE PROCUREMENT OF MEDICAL SOFTWARE MAINTENANCE SERVICES', *Do not open until 13 November 2018, 12.00h.*

7. Negotiation and submission of the final tender

A committee established by the Contracting Authority shall open the tender and state whether the tender conforms the requirements of the Contracting Authority specified in the tender documentation.

If the tenderer has submitted an acceptable initial tender, it shall be invited to enter into negotiations with the Contracting Authority.

The tenderer shall be notified of the place and time of the negotiations in a timely manner. After completion of the negotiations the tenderer shall be invited to submit the final tender.

8. Amendment or withdrawal of the tender

The tenderer may amend or withdraw its tender provided that the amendment or withdrawal takes place before the expiration of the tender submission date. The Contracting Authority shall be informed in writing of the amendment or withdrawal of the tender. The notification about amendment or withdrawal of the tender shall be prepared, sealed and submitted in the same manner as the tender itself; however the word "TENDER" on the envelope must be replaced with "AMENDMENT OF TENDER" or "WITHDRAWAL OF TENDER".

The notification about amendment or withdrawal of the tender shall be submitted in one copy.

In case of withdrawal of the tender, the tender shall be returned to the tenderer unopened.



9. Tender validity period

A tender shall be valid for 60 days after the tender submission date. Tenders specifying a shorter validity period shall not be taken into consideration. During the validity of a tender, the Contracting Authority may request the tenderer in writing to extend its tender validity period up to a specific date. Any tenderer may reject such a request without being deprived of any of the rights in relation to the tender guarantee. A tenderer who agrees to extend its tender validity period and informs the Contracting Authority thereof in writing, shall extend the tender validity period and submit the extended validity of its tender guarantee. The tender must not be altered. If the tenderer does not respond to the request of the Contracting Authority in relation to an extension to the tender validity period or does not submit an extended validity of its tender guarantee, it shall be deemed to have rejected the request of the Contracting Authority. In such case the tender shall be rejected by the Contracting Authority.

10. Correction of errors and omissions

The Contracting Authority shall correct any purely arithmetical error in the tender if the error is detected during the tender review process. The Contracting Authority shall, without delay, inform the tenderer of any corrections necessary and then proceed to rectify the error provided that the tenderer has given its approval within the period specified by the Contracting Authority. If the tenderer has not given its approval to the proposed correction, the tender shall be rejected.

The Contracting Authority shall correct price calculation errors in the following cases:

- if there is a discrepancy between words and figures, the amount in words shall prevail, unless this amount is related to an arithmetical error;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

Any amounts corrected in the above manner shall be binding on the tenderer. If these corrections are not accepted by the tenderer as such, its tender shall be rejected.

The Contracting Authority shall regard a tender as acceptable if the tender is in compliance with the criteria set forth in the procurement notice and in the tender documentation. The Contracting Authority shall consider the tender as acceptable if:

- it contains any errors or omissions which are rectifiable without changing any substantial requirement or aspect of such tender or without prejudicing competition;
- it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other criteria set forth in the procurement notice and in the tender documentation.

11. Contract award notice

The tenderer shall be informed of the outcome of the contract award procedure as soon as practicable but no later than seven days after the contract award decision was taken.



12. Right of appeal

An appeal may be lodged by any business entity that has or had a legitimate interest in awarding a specific public procurement contract and that makes it credible that in the procurement procedure concerned, a damage has or might have been caused due to acts of the Contracting Authority, which in the appeal shall be specified as a breach of the Law and associated by-laws during the contract award procedure by the Contracting Authority.

Appeals shall be filed to the Contracting Authority in writing directly or by registered mail, in accordance with Article 99 of the Law.

Within five (5) days of receiving the appeal, the Contracting Authority shall be under obligation to establish timeliness, admissibility, and whether the appeal was filed by an authorized person. Should the Contracting Authority establish that the appeal is untimely, inadmissible, or filed by an unauthorized person, it shall dismiss the appeal by issuing a conclusion. The appellant shall have the option of filing an appeal against this conclusion to Procurement Review Body (hereinafter: PRB) specifically within 10 (ten) days from the receipt of the conclusion.

If the appeal is timely, allowed, and filed by an authorized person, the Contracting Authority may, in consideration of the appeal, determine whether it is partly or fully grounded and correct the action by issuing a decision, take action or put out of force the existing decision or decree and replace it with other decision or decree, or cancel the public procurement procedure and inform all participants in the public procurement procedure thereon in the manner established by the Law, within five (5) days from the day of receipt of the appeal. An appeal may be filed against the decision of the Contracting Authority to the PRB, through the contracting authority, within 5 (five) days from the day of receipt of the decision.

Should the contracting authority, acting on an appeal, determine that the appeal is timely, allowed, and filed by an authorized person, but ungrounded, it shall be under obligation to forward its decision to the PRB within 5 (five) days from the day of receipt of the appeal, together with its opinion on the allegations in the appeal and full documentation related to the procedure subject to the appeal.

Time limits for filing appeals are defined in Article 101 of the Law.

The appellant shall pay a fee for initiating an appeal procedure in accordance with Article 108 of the Law.

13. Additional information

A tender should contain all the documents specified in this tender documentation; otherwise it may be eliminated due to formal legal or substantial deficiencies.



II SCOPE OF PROCUREMENT

1. GENERAL

The scope of procurement is the procurement of software maintenance services for *Flight Crew Licensing – Medical (FCL-M)* and *Air Traffic Controller Licensing – Medical (ATC-M)*.

Software maintenance shall comprise:

1. updates (2 issues annually) and further development of the standard functions;
2. correction of errors in templates for all types of medical licences and medical certificates
3. updating the database with the current legislation on the issuance and appearance of licences in accordance with ICAO requirements and standards, EASA standards;

Additional services:

1. full installation and configuration of the Wildfly software to enable EMPIC MED to function in test and production environments
2. Hotfix by using the V-Nox database software.
3. a full installation service for new versions including all applicable contents and templates

The Service Provider shall:

1. supply, in a timely manner, new versions of the software, so allowing the client to adhere to the recommended update schedule in respect of new software versions that constitutes a part of the client's technical platform.
2. regularly submit documentation describing which maintenance and servicing tasks were carried out, including documentation on changes and modifications performed by the service provider in accordance with the Contract. If the documentation is to be published, the service provider shall submit the documentation to the client in the electronic format or by own web portals available to users with access rights.
3. take precautions in order to prevent virus infection of the client's equipment/software..

Support shall include:

1. telephone assistance and advice; the support service shall be available on working days (Monday through Friday) from 9:00 to 16:30.
2. remote intervention on client's computers, in this case a server, via internet or other connection methods. The client shall ensure the necessary technical preconditions at a certain location, as well as access and data protection at the location. The necessary technical preconditions shall mean direct internet access.
3. the possibility to rectify errors by receiving software patches and similar from the service provider. In such cases the service provider shall provide instructions on the installation of the software patches and similar.



2. CONTRACT TERMS AND CONDITIONS:

Information that comes into the possession of the contracting parties in connection with the implementation of the Contract shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.

The Contract shall be concluded for a period of two years.

Any services provided shall be paid by the Contracting Authority on a semi-annual basis, within 30 days from the date of receipt of the invoice. The contracting parties hereby agree that any potential disputes shall be resolved by mutual agreement. Otherwise, the Court of Bosnia and Herzegovina shall be responsible for the resolution of disputes.



III ANNEXES TO THE TENDER DOCUMENTATION

The following annexes are an integral part of the tender documentation:

Annex 1: Tender submission form

Annex 2: List of confidential information

Annex 3: Tender price form

Annex 4: Declaration of acceptance of the terms and conditions of the Tender documentation

Annex 5: Written statement under Article 52 of the Public Procurement Law

Annex 6: Contract proposal



TENDER SUBMISSION FORM

Procurement No: **JN1-1-4-16-3-24/18**

CONTRACTING AUTHORITY:

**Bosnia and Herzegovina Directorate of Civil Aviation
Vojvode Pere Krece bb, Banjaluka**

TENDERER* (enter the tenderer's name)

Tenderer's address:

Tenderer's ID number:

Transaction account number open at the _____ bank

*If the tender is submitted by a group of tenderers, the same information that is required for a single tenderer shall be entered for each member of the group of tenderers; in addition to the name of the tenderer who is representing the group of tenderers, the fact that this tenderer is the representative of the group of tenderers shall also be entered. A subcontractor shall not be considered as member of the group of tenderers in the context of a public procurement procedure.

CONTACT PERSON (for the respective tender)

Full name	
Address	
Telephone No:	
Fax	
E-mail address	

TENDERER'S STATEMENT*

*If the tender is submitted by a group of tenderers, the Tenderer's statement shall be filled in by the representative of the group of tenderers.

As regards the procedure for a public procurement of software maintenance services, initiated by you and published on the Public Procurement Portal, Procurement Notice number _____, on _____, please find enclosed our tender and the following statement:

1. In accordance with the contents and requirements of the tender documentation No **JN1-1-4-16-3-24/18**, we accept, by means of this statement, all of its provisions in their entirety, without any reservations or limitations.
2. By this tender we respond to the requirements of the tender documentation for the supply of medical software maintenance services, in accordance with the conditions set out in the tender documentation, the criteria and set due dates, without any reservations or limitations.



3. Our tender price (excluding VAT) is _____BAM.
Our discount to the price is _____BAM.
Our tender price including the discount is _____BAM.
The VAT on the tender price (including the discount) is _____BAM.
The total contract price is _____BAM.

Enclosed you will find the tender price form completed in accordance with the requirements of the tender documentation. In case of any differences in the prices specified in this Statement and in the Tender price form, the price specified in the Tender price form shall be relevant.

4. This tender shall be valid for _____ (any number of days or months shall be expressed numerically and in words, and in case of any difference, the due date which has been expressed in words shall be valid) counting from the expiry of the tender submission date, i.e. until/...../..... (date).

Full name of the person authorised to represent the tenderer: _____

Authorised person's signature: _____

Place and date: _____

Company seal:

The following documentation has been submitted together with the tender:
[A list of submitted documents, statements and forms with their respective titles]



Annex 2

LIST OF CONFIDENTIAL INFORMATION

Confidential information	Numbers of the pages containing such information in a participation request or tender documentation	Reasons for the confidentiality of the information	Information confidentiality period

Place and date: _____

Signature and seal of the Tenderer's agent



Annex 3

TENDER PRICE FORM

Tenderer's name

Tenderer's name: _____
Address: _____

Price specification

No:	Item	Price in EUR	Price in BAM
1	Maintenance service price (semi-annual)		
2	Maintenance service price (annual)		
3	Total maintenance service price for a two-year period		

The total tender price is _____ EUR (in words: _____) or _____ BAM (in words: _____)

Place and date: _____

Signature and seal of the Tenderer's agent

Notes:

1. The prices must be expressed in BAM. A price must be specified for each item in the tender.
2. The tender price shall be expressed excluding VAT and shall include any fees to be paid to the supplier by the contracting authority. The contracting authority must not have any additional expenses other than those specified in this form.
3. In case of any differences in the individual prices and the total amount, correction shall be made in accordance with the individual prices.
4. The individual price of an item shall not be considered a calculation error, nor can it be corrected.



Annex 4

DECLARATION OF ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE TENDER DOCUMENTATION

Tenderer's name: _____

Tenderer's address: _____

Tenderer's ID number: _____

As a tenderer in this procedure for a public procurement of medical software maintenance services, and in line with the relevant requirement in the tender documentation, we hereby do

D E C L A R E

that we are familiar with all terms and conditions of this tender documentation for the procurement in question, that we accept them in their entirety, and that, if our tender is accepted, we will execute the subject matter of the procurement in accordance with those terms and conditions and for the price specified in this tender.

In _____, on _____.

On behalf of the Tenderer:

(L.S.) _____
(Legibly write the full name of the business entity's agent)

(Signature of the business entity's agent)



**A WRITTEN STATEMENT
UNDER ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW**

I, the undersigned _____ (full name), with ID card number: _____ issued by _____, as a representative of the company or business entity or a related business activity

(specify the position, name of the company or business entity or a related business activity), ID number: _____, with headquarters in _____ (City/municipality), at the address _____ (Street and number), being a candidate/tenderer in the procedure for a public procurement of medical software maintenance services, conducted by the Bosnia and Herzegovina Directorate of Civil Aviation as the Contracting Authority, for which a public procurement notice No: _____ has been published in the Official Gazette of BiH No: _____, and in accordance with Article 52 (2) of the Public Procurement Law, under penalty of perjury and fraud,

STATE

1. I have not offered a bribe to any person involved in the public procurement process, at any stage of the public procurement process.
2. I have not given, nor promised, a gift or any other benefit to any official or responsible person within the Contracting Authority, including a foreign official or an international official, for performing an action within their official scope of authority that they should not perform, or for refraining from performing actions that they, or someone mediating in such bribery of an official or responsible persons, should perform.
3. I have not given or promised a gift or any other benefit to any official or responsible person within the Contracting Authority, including a foreign official or an international official, for performing actions within their official scope of authority that they should not perform, or for refraining from performing actions that they should not perform.
4. I have not been involved in any activities aiming at corruption in public procurement.
5. I have not participated in any activity whose aim would have been corruption in a public procurement procedure.

Having given this statement I am aware of the criminal responsibility envisaged for the criminal offenses of accepting and giving a bribe, and for criminal offenses against an official responsibility and duty and other types of responsibilities and duties as stipulated in the Criminal codes in Bosnia and Herzegovina.

Statement given by:

Place and date of the statement:

Tenderer's/Candidate's signature and seal:



**A CONTRACT PROPOSAL
FOR
MEDICAL SOFTWARE MAINTENANCE**

Concluded on _____ 2018

between

Bosnia and Herzegovina, Ministry of Communications and Transport, Directorate of Civil Aviation, with headquarters in Banja Luka, Vojvode Pere Krece bb, represented by its Acting Director General Travar Željko (hereinafter: the Client)

and

_____, represented by its managing director _____ (hereinafter: the Service Provider)

**Article 1
(Subject of the Contract)**

(1) The subject of this Contract is procurement of maintenance services for the software '*Flight Crew Licensing – Medical (FCL-M) and Air Traffic Controller Licensing – Medical (ATC-M)*', to be concluded following a completed procurement procedure by way of a negotiated procedure without prior publication of a procurement notice.

(2) The tender documentation, initial tender and final tender constitute an integral part of this Contract.

**Article 2
(Price and Payment)**

(1) The maintenance price is _____ (in words: _____) on a semi-annual basis, and _____ (in words: _____) on an annual basis.

(2) The total price for maintenance services on a 2-year basis is _____ (in words: _____).

(3) The Client shall make the payments semi-annually within 30 days from the date of receipt of the invoice.

**Article 3
(Obligations of the Service Provider)**

The Service Provider shall:

- a) regularly maintain the software.
- b) supply, in a timely manner, new versions of the software, so allowing the Client to adhere to the recommended update schedule in respect of new software versions that constitutes a part of the Client's technical platform.



- c) regularly submit documentation describing the services provided (documentation on amendments and modifications). If the documentation is to be published, the Service Provider shall submit the documentation to the Client in the electronic format as well.
- d) take precautions in order to prevent virus infection of the software.

Article 4 (Software maintenance)

(1) Software maintenance shall include:

- a) updates (2 issues annually) and further development of the standard functions;
- b) correction of errors in templates for all types of medical licences and medical certificates;
- c) updating the database with the latest regulations on the issuance and appearance of licences in accordance with ICAO requirements and standards, EASA standards;
- d) full installation and configuration of the Wildfly software to enable EMPIC MED to function in test and production environments;
- e) Hotfix by using the V-Nox database software;
- f) a full installation service for new versions including all applicable contents and templates.

(2) Support shall include:

- a) telephone support including telephone replies to queries regarding application use, assistance in identifying and confirming the causes of malfunctions in the client-side as the user or in the software;
- b) remote intervention on the Client's servers via internet or other connection methods. The Client shall ensure the necessary technical preconditions at the relevant location, as well as system access and data protection at the location. The necessary technical preconditions shall mean direct internet access.
- c) the possibility to rectify errors by receiving software patches and similar from the Service Provider. In such cases the Service Provider shall provide instructions on the installation of the software patches and similar.

(3) The telephone support under paragraph (2) point a) of this Article shall be provided by the Service Provider during working days (Monday to Friday) from 9:00 to 16:30 hrs.

Article 5 (Obligations of the Client)

The Client shall:

- a) make provision for the use of the software;
- b) adhere to proper use standards;
- c) make payments as set forth in Article 2 of this Article;
- d) ensure the necessary technical preconditions at the relevant location, as well as system access and data protection at the location. The necessary technical preconditions shall mean direct internet access.

Article 6 (Confidentiality)

Information that comes into the possession of the contracting parties in connection with the implementation of the Contract shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.



Article 7 (Contract duration)

The Contract shall be concluded for a period of two years.

Article 8 (Dispute resolution)

(1) The contracting parties hereby agree that any potential disputes shall be resolved by mutual agreement.

(2) If a dispute cannot be resolved in the manner described in paragraph (1) of this Article, it shall be brought before the Court of Bosnia and Herzegovina.

Article 9 (Entry into force)

(1) This Contract shall enter into force on the day of its signature by the contracting parties.

(2) This Contract has been concluded in four identical counterparts, of which each contacting party shall keep two counterparts.

Ref. No:

Banja Luka, _____ 2018

SERVICE PROVIDER

CLIENT

Bosnia and Herzegovina
Directorate of Civil Aviation
Acting Director General
Travar Željko