



Bosnia and Herzegovina
Ministry of Communications and Transport
Directorate of Civil Aviation

INITIAL
TENDER DOCUMENTATION
for
the procurement of maintenance services
for the EMPIC-M medical software

Negotiated procedure without publication of a procurement notice

Procurement reference number: JN1-1-4-16-3-31/20

Banja Luka, October 2020





1 GENERAL

1.1 Name and address of the Contracting Authority:

Bosnia and Herzegovina Directorate of Civil Aviation, V kozarske brigade 18, 78000 Banjaluka

Contracting Authority IDB/JIB: 4403098880005

Phone No: 051/921-222

Fax No: 051/921-520

Website: www.bhdca.gov.ba

E-mail: bhdca@bhdca.gov.ba

1.2 Name of the contact person with the Contracting Authority:

Adnan Hadžić, adnan.hadzic@bhdca.gov.ba

1.3 List of business entities with which the Contracting Authority is in conflict of interest:

There are no business entities with the Contracting Authority which fall within the situations referred to in Article 52 (4) and (5) of the Public Procurement Law (Official Gazette of BIH 39/14) (hereinafter: the Law) and which may appear as participants in this public procurement procedure.

1.4 Ordinal number of the procurement:

The Contracting Authority's 2020 Public Procurement Plan, ref. number: 1-2-07-1-719-1/19, lists the procurement under the ordinal number 15.

The procedure chosen for contract award is a negotiated procedure without publication of a notice and with conclusion of a contract for a period of two years.

1.5 Type of public procurement contract: the procurement in question is a public services contract.

1.6 The estimated value of the public procurement, excluding VAT, for a period of two years is: 33,000.00 BAM.



2 INFORMATION ABOUT THE SUBJECT OF PROCUREMENT

2.1 Subject: A negotiated procedure without publication of a notice – the procurement of maintenance services for the software *Flight Crew Licensing – Medical (FCL-M)* and *Air Traffic Controller Licensing – Medical (ATC-M)*, in accordance with the specification that is an integral part of this tender documentation.

On behalf of the Bosnia and Herzegovina Directorate of Civil Aviation (hereinafter: Contracting Authority) you are hereby invited to submit a tender within the negotiated procedure without publication of a notice for the procurement of maintenance services for the software *Flight Crew Licensing – Medical (FCL-M)* and *Air Traffic Controller Licensing – Medical (ATC-M)*. The public procurement procedure will be carried out in accordance with the Public Procurement Law (Official Gazette of BIH 39/14) (hereinafter: the Law), the applicable by-laws and this tender documentation (hereinafter: TD).

JR/JN designation of the procurement subject matter: 72267000-4

JR/JN label of the procurement subject matter: Software maintenance and repair services

2.2 The subject matter of the procurement has not been divided into lots.

2.3 The specification of the procurement subject matter:

The subject matter of the procurement is maintenance of the software *Flight Crew Licensing – Medical (FCL-M)* and *Air Traffic Controller Licensing – Medical (ATC-M)*, in accordance with the specification that is an integral part of this tender documentation (Annex 1)

2.4 A tender submission form is an integral part of this tender documentation (Annex 2)

2.5 A tender price form is an integral part of this tender documentation (Annex 3)

2.6 Service provision location: Banja Luka

2.7 The services shall be provided successively, from the day of concluding the Contract, for a period of two years.

2.8 It is envisaged to conclude a contract for a period of two years with one tenderer.

3 CONDITIONS AND EVIDENCE FOR THE QUALIFICATION OF THE TENDERER

The minimal conditions for the qualification of the tenderer, evidenced by the tenderer's statement certified by a competent authority (court, notary or municipal authority):

3.1 Personal ability – Article 45 of the Law

Conditions: No restriction for participation in a public procurement procedure for reasons referred to in Article 45 of the Law.

The Contracting Authority shall reject the tender if:

- a) the candidate/tenderer has been convicted in criminal proceedings by a final judgment for criminal offenses of organised crime, corruption, fraud or money laundering, in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;
- b) the candidate/tenderer is bankrupt or subject to bankruptcy proceedings, unless there is a valid decision confirming the bankruptcy plan, or is subject to liquidation proceedings or in the process of suspending its business activities, in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;
- c) the candidate/tenderer has not fulfilled its obligations relating to the payment of pension and disability insurance and of health insurance in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;
- d) the candidate/tenderer has not fulfilled its obligations relating to the payment of direct and indirect taxes in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment.

Evidence:

In order to prove its compliance with the Personal Ability conditions (Article 45(1) of the Law), the tenderer shall submit, **in its tender**, a statement certified by a competent authority (court, notary or municipal authority) in the form and in the manner laid down by the Public Procurement Agency.

The tenderer shall submit a certificate of the competent court where the tenderer is registered which confirms that no final judgment was rendered in criminal proceedings by which one would be sentenced for any criminal offence referred to in Article 45(1) a) of the Law.

No specific additional verification of the document required in Article 45(2) of the Law shall be required tenderers with headquarters outside of Bosnia and Herzegovina.

3.2 Grave professional misconduct (Article 45(5) of the Law)

It is hereby noted that the tender shall be rejected if the Contracting Authority proves by any means that the tenderer has been guilty of grave professional misconduct committed during the period of three years prior to the onset of the procedure, in



particular, significant and/or repeated faults in performing essential requirements under a contract which led to its early termination, damage or other similar consequences due to the business entity's wrongful intent or negligence of a certain gravity.

3.3 Ability to pursue professional activity – Article 46 of the Law

Tenderers shall submit, in their tenders, proof of their registration in the relevant professional or other registers of the country where they are established, or shall provide a special statement or confirmation from the competent authority proving their right to pursue the professional activity that is relevant to the subject matter of the procurement.

- a) for tenderers from Bosnia and Herzegovina: To prove compliance with the conditions referred to in Article 46 of the Law, the tenderer shall submit a current excerpt from the Court Register or a statement/confirmation by the competent authority confirming that the tenderer has been registered to pursue the activity that is the subject matter of this procurement.
- b) for tenderers with headquarters outside of Bosnia and Herzegovina: a relevant document corresponding to the requirement referred to in Article 46 of the Law, issued by a competent authority, in compliance with the applicable regulations of the country where the tenderer has its principal place of business/country of registration.

The above-mentioned documents shall be recognised in the territory of Bosnia and Herzegovina, regardless of the level of authority that issued them.

The proof shall be submitted as an unverified copy of the original, provided that the issue date of the original is not older than three months as of the expiry of the tender submission period.

In case of failure to submit the above-mentioned documents relating to the ability to pursue professional activity (Article 46 of the Law) or the documents are not submitted in the manner requested above, the tenderer shall be excluded from further participation on the grounds of failure to meet the qualification requirement.

3.4 Technical and professional ability – Article 50 a) of the Law

The tenderer shall provide proof that it has within the last three (3) years completed at least three (3) contracts the character and complexity of which are the same or similar to the subject matter of the procurement as specified in this tender documentation. As proof of compliance with this criterion, a list of major contracts and certificates from other contracting authorities shall be provided in the tender.

3.5 Specific qualification requirements in case a tender is submitted by a group of tenderers

In case a tender is submitted by a group of tenderers:

1. The documents referred to in point 3.1 (Personal ability) and point 3.3 (Ability to pursue professional activity) of this tender documentation shall be submitted/prepared separately for each member of the group of tenderers.



2. Members of a group of tenderers may submit one set/package:
 - a) of the documents referred to in point 3.4 (Technical and professional ability) of this tender documentation,
 - b) and of the other documents required by the tender documentation.

4 TENDER INFORMATION

Tender contents and Tender development

4.1 The tender shall include:

- a) name and headquarters of the tenderer; and for a group of tenderers information about each member of the group of tenderers, as well as a clearly identified member of the group who shall be the authorised representative of the group of tenderers for participation in the public procurement procedure, for communication and for contract conclusion;
- b) a technical specification of services, Annex 1;
- c) a completed tender submission form, Annex 2;
- d) a completed tender price form, Annex 3;
- e) a declaration of acceptance of the terms and conditions of the tender documentation, Annex 4;
- f) a written statement by the tenderer under Article 52 of the Law, Annex 5;
- g) an initialled proposal of the Contract, Annex 6;
- h) a list of confidential information, Annex 7;
- i) 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 organised crime, corruption, fraud or money laundering, in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;
- j) 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 suspending its business activity, in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;
- k) 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 compliance with the applicable regulations of Bosnia and Herzegovina or the regulations of its country of establishment;
- l) 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 direct and indirect taxes in compliance with the applicable regulations of Bosnia and Herzegovina or of its country of establishment;

- m) proof of compliance with the conditions referred to in Article 46 of the Law - a current excerpt from the Court Register or a statement/confirmation by the competent authority confirming that the tenderer has been registered to pursue the activity that is the subject matter of this procurement;
- n) proof of compliance with the conditions referred to in Article 50 of the Law – a list of major contracts and certificates from other contracting authorities, confirming 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 subject matter of the procurement.
- o) tender date;
- p) tender validity period;
- q) the signature of the tender submitter or of the person authorised by power of attorney, the original or a certified copy of which must be enclosed;
- r) the tender must be verified by the stamp of the tender submitter;
- s) a list of the documents included in the tender.

4.2 Service provision location

The service provision location is Banjaluka, at the address of the Contracting Authority.

4.3 Service provision period

The services shall be provided continually for the Contract duration period.

4.4 Contract duration period

The Contract shall be concluded for a period of two years as of its signature by the contracting parties.

4.5 Tender development

The tenderer shall prepare an initial tender in compliance with the requirements laid down 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 not be responsible or liable for these costs.

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

All sheets of the tender shall be tightly bound, with numerated pages. All sheets of the tender shall 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 the authorised persons.



The tender, any tender-related documents and the 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 7 – List of Confidential Information). The Contracting Authority cannot guarantee confidentiality for information not specified in the above described manner.

4.6 Amendment or withdrawal of the tender

The tenderer may amend or withdraw its tender provided that the amendment or withdrawal takes place before the expiry of the tender submission date. The Contracting Authority shall be informed in writing of the amendment or withdrawal of the tender. The notification about the 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 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.

4.7 Tender submission

Tenders shall be submitted to the following address:

**Direkcija za civilno vazduhoplovstvo Bosne i Hercegovine
V kozarske brigade 18
78 000 Banja Luka
Bosna i Hercegovina,**

and shall be labelled as «**INITIAL TENDER FOR THE PROCUREMENT OF MEDICAL SOFTWARE MAINTENANCE SERVICES**», Do not open until 12.00h on 13/11/2020.

4.8 Possibility to submit variants

Submission of variants is not permitted.

4.9 Negotiation and submission of the final tender

A committee established by the Contracting Authority shall open the tender and note whether the tender conforms to 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 a final tender.

4.10 Contract award criterion

The contract award criterion shall be the lowest price (Article 64 of the Law).

4.11 Language of the tender

The tender, any tender-related documents and the 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.

4.12 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 tender validity period, 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.

The 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.

4.13 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:

- where 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 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 tender documentation.

4.14 Right of appeal

Appeals may be lodged by any business entity having or having had an interest in a public procurement contract award and who makes it probable that damage was or could have been caused in the public procurement procedure because of the actions of the Contracting Authority, and which is expressed in the appeal as an infringement of this Law and implementing regulations by the Contracting Authority in public procurement procedure.

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

The Contracting Authority shall, within five (5) days of receiving an appeal, establish its timeliness, admissibility, and whether the appeal was filed by an authorised 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 thereof. The appellant shall have the option of filing an appeal against this conclusion to the Procurement Review Body (hereinafter: PRB) within 10 (ten) days from the receipt of the conclusion.

If the appeal is timely, allowed, and filed by an authorised person, the Contracting Authority may, in its 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 another decision or decree, or cancel the public procurement procedure and inform all participants in the public procurement procedure thereof 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 determine, while acting on an appeal, that the appeal is timely, allowed, and filed by an authorised person, but ungrounded, it shall 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 the entire documentation related to the procedure subject to the appeal.

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

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

4.15 Tender submission place, date and time

The deadline for tender submissions is **13 November 2020 at 12.00h**.

Tenders submitted after the deadline will not be taken into consideration and will be returned to the respective tenderers unopened.

4.16 Tender opening place, date and time

Tenders shall be opened on **13 November 2020 at 12.15h**, at the address of the Contracting Authority, V kozarske brigade 18, Banja Luka.

4.17 Contract award notice

A decision on the most favourable tenderer will be communicated to the tenderers within 3 (three) days, and not later than 7 (seven) days from the day the decision was taken, electronically or via regular mail or directly.

5 OTHER INFORMATION

5.1 Deadline, manner and conditions of payment to the selected tenderer

Payments for the services provided shall be made semi-annually by the Contracting Authority.

Payments shall be made on the basis of correct invoices of the supplier for properly performed services within 30 days from the date of receipt of the invoice.

Payments shall be made to the supplier's giro account.

5.2 Confidentiality

The following information may not be considered confidential:

- a) total and unit prices stated in the tender;
- b) the procurement subject matter, i.e. the offered services, upon which depend the comparison with the technical specifications and the evaluation of whether a tenderer has offered the services in line with the technical specifications;



- c) confirmations, certificates upon which the qualification relating to the personal situation of the candidate/tenderer shall depend.

If a tenderer marks as confidential any information that according to the provisions of the previous paragraph may not be proclaimed as confidential information, such information shall not be treated as confidential.

After the public opening of tenders, no information relating to the examination, clarification or evaluation of the tenders shall be disclosed to any participant in the procedure or any third party until a decision on the outcome of the procedure is communicated to the participants in the procedure.

Participants in a public procurement procedure may not in any way misappropriate, use for own purposes, or forward to third parties the data, decisions or documentation (information, plans, drawings, drafts, models, samples, computer programs etc.) that have been put at their disposal or that they have acquired in any other way during the public procurement procedure.

After receipt of a decision on the most favourable tenderer or a decision on cancellation of the public procurement procedure, and at the latest before the expiry of the appeal deadline, the Contracting Authority shall, immediately upon receipt of the tenderer's request, and not later than two days following the day of receipt of the request, provide access to each tender, including the documents submitted in compliance with Article 45(2) of the Law, as well as explanations of the original documents in compliance with Article 68(3) of the Law, except for information provided by tenderers that are marked as confidential.

Tenderers must make a list of information that should be considered confidential (Annex 7). If the tenderers mark certain information / data from the tender as confidential, i.e. a business secret, they shall state in the tender the legal basis on which this information is secret and confidential.

In the case of an arbitrary statement in the offer that some data / information is considered confidential / secret, without indicating the legal basis on which these data are confidential and secret, the Contracting Authority shall not be obliged to consider them as such.

5.3 Written statement of the tenderer that it did not offer bribe or participate in any action that had corruption as its objective in the course of the public procurement procedure in question

Pursuant to Article 52(2) of the Law, each tenderer shall submit, attached to the tender, a separate written statement saying that it did not offer bribe or participate in any action that had corruption as its objective in the course of the public procurement procedure in question.

If the tenderer fails to submit the afore-mentioned statement, the tender will be rejected.

The form of the said Statement is given in Annex 5 of this tender documentation and forms an integral part thereof.

5.4 Amendments to the tender documentation

The Contracting Authority may make amendments to the tender documentation provided that they are published on the same day, and not later than five days before the date fixed for the



receipt of tenders. Where such amendments imply substantial change to the subject matter of the procurement, the Contracting Authority shall extend the time limit for the receipt of tenders, depending on the complexity of the procurement subject matter. The extended time limit may not be shorter than seven days.

6 ANNEXES TO THE TENDER DOCUMENTATION

The following Annexes form an integral part of the tender documentation:

Annex 1: Technical specification of services

Annex 2: Tender submission form,

Annex 3: Tender price form,

Annex 4: Declaration of acceptance of the terms and conditions of the tender documentation,

Annex 5: Written statement by the tenderer under Article 52 of the Law,

Annex 6: Contract proposal,

Annex 7: List of confidential information.



Annex 1

TECHNICAL SPECIFICATION OF SERVICES

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

Software maintenance shall include:

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 latest regulations relating to the issuance and appearance of licences in accordance with ICAO and EASA requirements and 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 new software versions in a timely manner, allowing the client to comply with the recommended update schedule for new software versions that form part of the client's technical platform;
2. regularly submit documentation describing which maintenance and servicing work has been performed, including documentation on changes and modifications made by the service provider in accordance with the Contract. If the documentation is to be published, the service provider shall submit it to the client in electronic form or through its own web portals available to users with the right of access;
3. take precautions to prevent virus infection of the client's equipment / software.

Support shall include:

1. telephone assistance and consultation; telephone support shall be available on working days (Monday through Friday) from 9:00 to 16:30 hrs;
2. 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;
3. the possibility to rectify errors by receiving software patches and similar fixes from the service provider. In such cases the service provider shall provide instructions on the installation of the software patches and similar fixes.



Annex 2

TENDER SUBMISSION FORM

Procurement No: **JN1-1-4-16-3-31/20**

CONTRACTING AUTHORITY:

**Bosnia and Herzegovina Directorate of Civil Aviation
V Kozarske brigade 18, 78000 Banja Luka**

TENDERER* (write 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 the 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 public procurement procedure for medical software maintenance services, initiated by you and published on the official website of the Bosnia and Herzegovina Directorate of Civil Aviation, please find enclosed our tender and the following statement:

1. In accordance with the contents and requirements of the tender documentation No JN1-1-4-16-3-31/20, 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 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) _____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 date for the receipt of tenders, 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:

(List of submitted documents, statements and forms with their respective titles)



Annex 3

TENDER PRICE FORM

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 shall not have any additional expenses other than those specified in this form.
3. In case of any differences in the unit prices and the total amount, correction shall be made in accordance with the unit prices.
4. The unit 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 negotiated procedure without publication of a procurement notice for the 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 as the most favourable, 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)



Annex 5

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 the related business activity), ID number: _____, with headquarters in _____ (city/municipality), at the address _____ (street and number), being a candidate/tenderer in the public procurement procedure for 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 (if published) in the Official Gazette of BiH No: _____ / _____, 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 with 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 person, 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 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:

Signature and seal of the competent authority:



Annex 6

PROPOSAL OF THE CONTRACT FOR MEDICAL SOFTWARE MAINTENANCE

Concluded on _____ 2020

between:

Bosnia and Herzegovina, Ministry of Communications and Transport, Directorate of Civil Aviation, with headquarters in Banja Luka, V kozarske brigade 18, represented by its acting Director General Čedomir Šušnjar (hereinafter: Client)

and

_____, represented by its managing director
(hereinafter: 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 publication of a procurement notice.

(2) The tender documentation, initial tender and final tender of the tenderer form 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 the 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 invoice.



Article 3 (Obligations of the Service Provider)

The Service Provider shall:

- a) regularly maintain the software;
- b) supply new software versions in a timely manner, allowing the Client to comply with the recommended update schedule for new software versions that form part of the Client's technical platform;
- c) regularly submit documentation describing the services provided (the documentation on changes and modifications). If the documentation is to be published, the Service Provider shall submit it to the Client in electronic form as well;
- d) take precautions to prevent virus infection of the software;
- e) perform the tasks which are the subject of this Contract, professionally and with quality, in accordance with the technical regulations and standards that apply to the provision of such services, in the manner and within the deadlines specified in this Contract, the relevant regulations and professional principles.

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 relating to the issuance and appearance of licences in accordance with ICAO and EASA requirements and 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 service 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 fixes from the Service Provider. In such cases the Service Provider shall provide instructions on the installation of the software patches and similar fixes.

(3) The telephone support under paragraph (2) point a) of this Article shall be provided by the Service Provider during working days (Monday through 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 Contract;
- 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 (Force majeure)

(1) The Contracting Parties shall not be held liable for delay in fulfilling their obligations under this Contract, directly or indirectly, if the delay is due to force majeure.

(2) Force majeure means events and circumstances that make it impossible to fulfil the assumed obligations, which could not have been foreseen at the time of concluding the Contract.

Article 7 (Contract termination and damages)

(1) The Contracting Parties agree that, if one of the Contracting Parties fails to fulfil the obligations prescribed by this Contract, i.e. does not act in accordance with its provisions, the other Contracting Party has the right to unilaterally terminate the Contract, based on a written statement.

(2) The Contracting Party whose fault or negligence, i.e. non-performance of the contractual obligations resulted in the unilateral termination of this Contract, shall be obligated to compensate the other Contracting Party for the damage due to the termination of the Contract.

Article 8 (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 9 (Contract duration)

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



Article 10
(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 Basic Court of Banja Luka.

Article 11
(Entry into force)

- (1) This Contract shall enter into force on the day of its signature by both Contracting Parties, and shall apply as of 1 January 2021.
- (2) This Contract has been concluded in four identical counterparts, of which each Contracting Party shall keep two counterparts.

Ref. number: JN1-1-4-16-3-31-___/20
Banja Luka, _____ 2020

SERVICE PROVIDER

CLIENT

Bosnia and Herzegovina
Directorate of Civil Aviation
Acting Director General
Čedomir Šušnjar



Annex 7

LIST OF CONFIDENTIAL INFORMATION

No.	Confidential information	Numbers of the pages containing confidential information in the tender	Reasons for the confidentiality of the information	Information confidentiality period

Note: In case there is confidential information, it is obligatory to state the basis on which this information is treated as confidential. Otherwise, such information will not be considered confidential.

Place and date: _____ Signature and seal of the Tenderer's agent