TENDER DOCUMENTATION FOR PUBLIC SUPPLIES CONTRACTS

IN PUBLIC PROCUREMENT CONDUCTED UNDER THE OPEN PROCEDURE

AIRPORT APRON BUSES

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1. GENERAL INFORMATION

Number of procurement	6171
Contracting authority	P.C. „SARAJEVO“ International Airport LLC Sarajevo Kurta Schorka 36 71210 Ilidža-Sarajevo Bosnia and Herzegovina
Identification number	4200068970001
Contact person on behalf of Contracting authority	Nenad Ćipović t: +387 33 289 159 f: +387 33 289 141 ncipovic@sarajevo-airport.ba
List of companies excluded from procurement procedure according to Art. 52 paragraph (4) LPP	None
Ordinal number of procurement from 2019 Plan	G.66
CPV code	34121400-5
Type of procedure	Open procedure
Type of contract	Goods
Estimated value (in BAM, without VAT)	1.400.000,00
Will Frame Agreement be concluded?	No
Will an E-auction take place?	No
Deadline to require clarifications of TD	28.10.2019. till 12:00
Deadline for submission of tenders	07.11.2019. till 12:00
Place for submission of tenders	P.C. „SARAJEVO“ International Airport LLC Sarajevo, Kurta Schorka 36, 71210 Sarajevo – Protocol in Administrative building
Date and time of public opening	07.11.2019. at 12:30
Place of public opening	Conference room (764), Administrative bldg.

2. PROCUREMENT SUBJECT

The subject of procurement are goods:

AIRPORT APRON BUSES

Goods will be delivered within the deadline written in tender.

Place of delivery is Sarajevo International Airport.

Payment of delivered goods is to be settled as specified in the tender..

Warranty period on delivered goods is as written in tender.

Tour of the location will not be organized.

3. TENDER EVALUATION

The contract is awarded to Supplier who submits the best evaluated compliant tender.

Tenders substantially non-compliant with the description of subject matter of public procurement will be rejected.

3.1 Contract award criteria

The most economically advantageous tender in accordance with the criteria stated below (in descending order*):*

1. Price.....70%
2. Guarantee period.....10%
3. Payment conditions (advance payment percentage).....10%
4. Delivery deadline.....10%

Contract is awarded to Supplier who submits the best evaluated compliant tender.

In case two or more Suppliers have been given equal number of points, the contract will be awarded to Supplier who offered the lowest price.

Points will be awarded in accordance with the following formula:

$$\boxed{U = P + G + C + D}$$

where:

U – total number of points
P – number of points awarded to Supplier for **the offered price**
G – number of points awarded to Supplier for **length of guarantee period expressed in month**
C – number of pointes awarded to Supplier for **payment conditions, expressed in requested advance payment percentage**
D – number of points awarded to Supplier for **delivery deadline, expressed in days upon conclusion of contract**

3.1.1 Price

Maximum number of points [70] will be given to Supplier who proposed the lowest gross price (including any applicable indirect taxes). Other Suppliers will accordingly receive less points in accordance with the following formula:

$$P = \frac{Pl}{Pt} \times [70]$$

where:

P – number of points awarded to Supplier for proposed price
Pl – the lowest price proposed in procurement procedure
Pt – price offered in a tender being evaluated
[70] – maximum number of points awarded to Supplier who offered the lowest price

3.1.2 Length of guarantee period

Maximum number of points [10] will be awarded to Supplier who offered the longest guarantee period , expressed in months. Other Suppliers will accordingly receive less points in accordance with the following formula:

$$G = \frac{Gt}{Gh} \times [10]$$

where:

G – number of points awarded to Supplier for proposed length of guarantee period
Gt – length of guarantee offered in a tender being evaluated

Gh – the longest offered guarantee period of all evaluated tenders
[10] – maximum number of points given to Supplier who offered the longest guarantee period, expressed in months

3.1.3 Payment conditions

Maximum number of points [10] will be awarded to Supplier who proposed the lowest required percentage of advance payment. Other Suppliers will accordingly receive less points in accordance with the following formula:

$$C = 10 - (\frac{Ctx10}{Ch})$$

where:

C – number of points Supplier receives for proposed advance payment percentage
Ct – percentage of advance payment requested in the tender being evaluated
Ch – highest percentage of requested advance payment in all evaluated tenders
[10] – maximum number of points given to Supplier who offered the lowest percentage of advance payment

NOTE: The requested advance payment percentage cannot exceed 30%

3.1.4 Delivery deadline

Maximum number of points [10] will be awarded to Supplier who offered the shortest terms of delivery expressed in calendar days. Other Suppliers will accordingly receive less points according to the following formula:

$$D = \frac{Dl}{Dt} \times [10]$$

where:

D – number of points awarded to Supplier for number of days offered for delivery
Dl – the shortest period (in days) for delivery in procurement procedure
Dt – number of days for delivery in tender being the subject matter of procurement
[10] – maximum number of points awarded to Supplier who offered the shortest delivery deadline, expressed in calendar days

NOTE: The offered delivery deadline cannot be shorter than 90 days. Tenders in which offered delivery deadline is shorter shall be evaluated as if the delivery deadline is 90 days.

3.2 Domestic preferences

Contracting authority is obliged to implement domestic preferences (preferential treatment of prices) according to Article 67. of the Law and Decision on obligatory implementation of domestic preferences.

In calculating the prices of tenders for the purpose of their comparison, the price of domestic tenders will be decreased by the preference factor of 5%, in compliance with a Decision of the Council of Ministers of BiH.

For the purpose of this provision, domestic tenders are tenders submitted by companies or physical persons located in BiH, established according to the law of BiH where at least 50% of offered goods originate from Bosnia and Herzegovina.

3.3 Abnormally low tenders

If a tender appears to the Contracting authority to be abnormally low in relation to the goods offered, the Contracting authority will request the concerned Supplier to justify the offered price. If the Supplier fails to produce a justification to the reasonable satisfaction of the Contracting authority, the Contracting authority will be entitled to reject the tender.

Contracting authority will request that Supplier concerned provides further details of tender price if the following conditions have been met:

a) tender price is 50% higher than the average price of other acceptable tenders if there are at least three acceptable tenders
b) tender price is over 20% lower than the second-ranked acceptable tender

Contracting authority may request that Suppliers provide more details concerning the price for other reasons as outlined in Article 66. of the Law.

To get an explanation for abnormally low price, Contracting authority may request in writing the Supplier concerned to provide detailed information on relevant price elements and calculations. The Contracting authority will take into consideration explanations relating to as appropriate:

a) cost-effectiveness of the manufacturing process;
b) technical solutions chosen and/or exceptionally favourable conditions available to Supplier for delivery of goods, provision of services or contracting works;
c) originality of the goods proposed by Supplier;
d) compliance with provisions related to job safety and working conditions, being in force at the location where goods will be delivered, services provided or works executed.
e) Possibility that Supplier is financially supported by the Government

3.4 Correction of errors and omissions

Contracting Authority will correct an error in a tender that is of purely arithmetical nature if such an error is discovered during examination of tenders. Contracting Authority will promptly provide the concerned Supplier a written notice of any such correction and may proceed to amend the error provided the Supplier has the communication within the time period specified by Contracting Authority. If the Supplier refuses to endorse the proposed correction, the tender shall be rejected.

Errors in price calculation will be corrected by Contracting Authority using the following assumptions:

a) Where there is a discrepancy between amounts in figures and words, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error;
b) If there is a discrepancy between a unit price and total amount that is obtained from multiplication of the unit price and quantity, the unit price as quoted will prevail and the line total should be corrected;
c) If there is an error in a total corresponding to addition or subtraction of subtotals, the subtotal should prevail and the total should be corrected.

Amounts corrected in this way will be binding on Supplier. If the Supplier does not accept them, his tender will be rejected.

3.5 E-auction

An E-auction will not take place in this procedure.

4. QUALIFICATION

4.1 Personal ability (Article 45 LPP)

4.1.1 Contracting Authority will reject a tender if the Supplier:

a) Has been sentenced by final judgement in a criminal procedure for organized crime, corruption, fraud or money laundering under the relevant laws and regulations of Bosnia and Herzegovina or its country of establishment;

b) Is bankrupt or is being wound up, except in case of a valid decision confirming the bankruptcy plan, or is the subject of a liquidation, i.e. the subject of a procedure of suspension of business, under the relevant laws and regulations of Bosnia and Herzegovina or its country of establishment;
c) Has not fulfilled its obligations relating to payment of disability, pension and health insurance, under the relevant Laws and regulations of Bosnia and Herzegovina or its country of establishment;
d) Has not fulfilled its obligations relating to payment of direct and indirect taxes, under the relevant law and regulations of Bosnia and Herzegovina or the country of its establishment.

4.1.2 To prove fulfilment of conditions from Item 4.1.1. Supplier is obliged to attach a completed Statement on fulfilment of conditions from Art. 45 LPP, verified by the competent authority, which is a constituent part of this Tender Documentation.

4.1.3 The Supplier who has been awarded a contract is obliged to attach the following documents to confirm that the cases from Item 4.1.1. do not pertain to him:
a) Certificate issued by competent court(s) proving that in a criminal procedure he was not sentenced by a final judgement for criminal act of participation in a criminal organization, corruption, fraud or money laundering;
b) Certificate issued by a competent judicial or administrative authority at which the Supplier is registered, proving that he is not in bankruptcy or the subject of the bankruptcy proceedings, nor the subject of liquidation, i.e. the proceedings of suspension of business activities;
c) Certificate issued by competent institutions confirming that he has settled his obligations relating to pension, disability and health insurance;
d) Certificate issued by competent institutions that he has settled his obligations relating to the payment of direct and indirect taxes.

Contracting Authority shall reject the tender if the Supplier:

e) has been found guilty by a judgement of any offence regarding his professional conduct within 3 (three) years prior to date of submission of tenders that Contracting Authority may prove in any way. That especially pertains to imperfections that repeatedly caused fulfilment of important contract requirements that finally resulted in earlier termination of the contract, damage or similar consequences due to Supplier's intention or negligence.

4.1.4 The Supplier to whom the contract is awarded is obliged to present the Contracting Authority originals or verified copies of the documents from Item 4.1.3, not older than 90 (ninety) days from the day of tender opening, within 7 (seven) working days upon receiving a Notice and Decision on selection of the most favourable Supplier. Noncompliance with this obligation will result in awarding the contract to the next most favourable Supplier. The Supplier can also present all requested documents immediately with his tender, but even in that case he MUST also deliver the statement requested in Item 4.1.2.

4.2 Ability to pursue professional activity (Art. 46 LPP)

4.2.1 The Contracting Authority shall reject the tender if:
a) The tenderer is not registered in relevant professional or trade registers of the country of his residence;

4.2.2 The Tenderer is obliged to attach to his tender the following documents to prove that cases from Item 4.2.1. do not pertain to him:
a) Certificate from judicial record or equivalent document.

NOTE:
If awarded with the contract the Tenderer is obliged to send the Contracting Authority a certificate from judicial record or equivalent document (original or verified copy not older than 90 days upon submission of the tender) within 7 (seven) working days upon receiving a Notice and Decision on selection of the most favourable Supplier. The Supplier can also present the requested document immediately with his tender.

4.3. Economic and financial standing (Art. 47 LPP)

Not required.

4.4. Technical and professional ability (Art. 48 – Art. 51 LPP)

4.4.1 The tender will be rejected if the Supplier:

a) Does not have previous experience with deliveries of same or similar equipment of same or similar scope

4.4.2 Supplier is obliged to attach to his tender the following documents to prove that cases from Item 4.4.1. do not pertain to him:

a) Statement of good performance of work (delivery of airport apron buses) issued by the other contracting party proving that the Supplier had one such delivery completed in value not lesser than 1.400.000,00 BAM (715.808,63 EUR) excl. VAT in the previous three years (09/2016 - 09/2019). The statement must contain the exact name of the delivered equipment, exact value of the delivery and exact date of delivery. Contracting Authority retains the full right to investigate the claims from the statement on good performance, including accompanying documentation and eventual visit to the headquarters of the issuing party. Barring or hindering the contracting authority in this eventual investigation in any way, shal result with the Statement on good performance being rejected.

4.5 Provisions related to groups of Suppliers

A Supplier may participate in a procurement procedure either as a member of a group of Suppliers or as a single Supplier. If the same Supplier appears as a single Supplier or as a group member in several tenders, such tenders will be rejected.

A Supplier may appear as a sub-contractor in unlimited number of tenders if he at the same time does not act as an independent Supplier or a group member.

A group of Suppliers that want to participate in an open procedure of public procurement is obliged to submit original or verified copy of a legal act on joining up a group of Suppliers in order to participate in the public procurement, not later than in 7 (seven) days upon receiving the notice on selection of the most favourable tender. This legal act must include the following information: names of the group members with relevant identification data, i.e. who has the right to represent the group and who is authorized to sign a contract on behalf of the group, as well as defined joint and several liability among the group members for the commitment the group has assumed. In case the Supplier does not submit a defined legal act with defined content, the contract shall be awarded to the second-placed Supplier on a rank-list.

In case a group of Suppliers submits a tender, Contracting Authority, during assessment of a degree of fulfilling the criteria being defined in Tender Documentation, will take into account group members' financial standing, qualifications, and technical and professional ability. For that reason the group members may submit one package of documents mentioned in Item 4.3 (except a proof on solvency and non-frozen, if requested) and Item 4.4 of TD and documents and statements related to the subject of public procurement. The papers listed under Items 4.1, 4.2, as well as the proof on solvency and non-frozen account must be submitted by each member of the group of Suppliers.

5. INSTRUCTIONS FOR SUPPLIERS

5.1 Tender content

A tender should include the following documents:

a) Tender submission form, completed in accordance with the scheme from Annex 1 to Tender Documentation, including Supplier's statement as its constituent part and all attachments;
b) List of confidential information in accordance with the scheme from Annex 2 of this TD;
c) Tender price form, completed in accordance with the scheme from Annex 3 of TD;

d) Completed, signed and stamped Draft Agreement from Annex 4 of this TD;
e) Documents requested in Item 4.2.2 of this Tender Document;
f) Documents requested in Item 4.4.2 of this Tender Document;
g) Statement in compliance with Art. 52 LPP (a form in attachment)
h) Statement in compliance with Art. 45. LPP (a form in attachment)
i) Completed, signed and stamped Technical specification (Annex 7);
j) Technical documentation for the offered equipment (catalogues, datasheets, etc.) which proves the equipment fulfils all the criteria given in Annex VII
k) Bid bond
l) Other documents related to the subject matter of procurement, in compliance with TD.

5.2 Preparation of tender

Suppliers shall bear all the costs associated with preparation and submission of their tenders. Contracting Authority is not responsible or liable for those costs.

Tender must be prepared and submitted in one of the official languages of Bosnia and Herzegovina. All documents that are not in one of those languages must be translated by an official court interpreter. Printed matter, catalogues, brochures, manuals and similar documents are excluded from this rule and may be submitted in English language.

Original tender should be typed or written in indelible ink. All tender sheets must be tightly bound (secured by a string and seal or glued together - spiral binding without a string is not acceptable), in a way that the sheets cannot be pulled out or inserted subsequently. All tender sheets except for unchanged printed literature, like catalogues and tender security, should be initialled or signed by the person(s) authorized to represent the Supplier. Any amendment or modification made in tender must be legible and initialled by authorized persons.

Submission of alternative tenders is not allowed.

5.3 Submission of tenders

Supplier shall submit an original tender clearly marked with : “ORIGINAL OFFER”. Signed and stamped offer shall be sealed in a non-transparent envelope with Supplier’s name and address and the following text**: “Tender for AIRPORT APRON BUSES, do not open until 07.11.2019 till 12,30 o’clock“.**

Tender is either handed over to the Contracting Authority’s protocol or sent by mail.

Suppliers may change or withdraw their offers provided the modifications or withdrawal are done before expiry of the deadline for submission of tenders. Contracting Authority must be informed in written about the changes or withdrawal of tenders. Further, the following text has to be written on the envelope with tender: “MODIFICATION OF TENDER” or “WITHDRAWAL OF TENDER”.

Tender’s option must be valid for at least 120 days following the day of public opening of tenders.

5.4 Price calculation

A Supplier should complete the Tender submission form and the Price form attached to this Tender Documentation, indicating the goods to be supplied, country of their origin, quantity and price.

All prices should be quoted in BAM, including all applicable indirect taxes. This TD also allows price quoting in foreign currency, the amount will be converted into BAM at the mean rate being fixed by the Central Bank on the day of opening the tenders and maintained at that exchange rate until expiry of the bid validity period.

A Supplier shall indicate in the Price schedule both unit price (where applicable) and the total tender price of the offered goods.

The price of offered goods should include all related costs and payments.

Unless otherwise specified in TD, prices quoted by the Supplier shall be fixed during performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation which is not consistent with this paragraph will be rejected by the Contracting Authority as non-compliant.

5.5 Communication

All correspondence and exchange of information between the Contracting Authority and Suppliers should be in written form in a way to be sent by mail, e-mail or handed over personally to the address defined in Tender Documentation.

5.6 Clarification of Tender Documentation

They can ask for clarification of Tender Documentation from Contracting Authority in a written form and not later than 10 (ten) days before expiry of the deadline for submission of tenders.

Contracting Authority will prepare a written answer in which a real competitive basis for contract award will be maintained, and send it to all Suppliers in 3 (three) days upon receipt of a request for clarification and not later than 5 (five) days before expiry of the deadline for submission of tenders. If the answer implies a modification of Tender Documentation, Contracting Authority will extend the deadline for submission of tenders for 7 (seven) days at least.

Contracting Authority may amend Tender Documentation at any moment under condition that all modifications are made available to interested Suppliers the same day, and not later than 5 (five) days prior to the date defined as the deadline for submission of tenders. Adopted modification will be a constituent part of Tender Documentation.

5.7 Samples

Not requested

5.8 Proving the equivalence to requested product

If a Supplier offers products that are equivalent to requested ones, he must prove by technical documentation, or sampling and testing of the products that the product he offers has is technical, functional and other characteristics that are equal or better than those of the requested product.

6. GUARANTEES

6.1 Security for seriousness of tender

The Contracting authority requests a bid bond for this tender. The guarantee should cover the amount equal to 1,5% of estimated value of this procurement, and should be valid for 150 days from the day of tender submission.

A proposal for the bid bond text is attached to this TD.

The guarantee is submitted in original, in transparent plastic “U” sheath which is closed at the top with some stickers in order to prevent the guarantee from slipping out accidentally. The sheath is then bound into the tender just like any other page. The Contracting Authority will also accept other ways of binding the guarantee to the tender without damaging it.

The guarantee must not be damaged in any way!

6.2 Security for performance of contract

Contracting Authority will require security for performance of the contract. The amount of the security for performance of the contract equals 10% of the contract value + VAT.
In case of awarding the contract, an unconditional bank guarantee for good performance of the contract in the amount equalling 10% of the contract value + VAT, will be used for covering of any

damage and costs the Contracting Authority might have if the selected Supplier breaks the procurement contract in the period from signing the contract until the delivery deadline.
"The cover from a bank guarantee does not release Supplier from responsibility to cover the actual damage".

Security for good performance of contract must be submitted in a form of an unconditional bank guarantee.

The unconditional bank guarantee for good performance of contract is submitted within 15 days after the signing of the contract. Supplier has to submit the unconditional bank guarantee issued by a reputable bank, collectable on a first call, in the amount of 10% of the contract value + VAT, being valid until delivery deadline + 30 (thirty) days.

In case none of the reasons for realization of submitted guarantee has appeared, the Contracting Authority will return it within the defined general deadlines for return of guarantees (5 days for bank guarantees).

Supplier bears all the costs related to guarantee, including the costs of guarantee advising.

6.3 Advance guarantee

If the Supplier requests advance payment, he shall submit an advance guarantee on the full amount of the advance payment + VAT, not later than in 15 days upon signing the contract.

The advance guarantee has to be submitted in a form of an unconditional bank guarantee issued by a reputable bank and collectable on a first call.

7. SUBCONTRACTING

Subcontracting is allowed according to Article 73 LPP.

If a Supplier declares his intention to subcontract a part of the contract with third parties, Contracting Authority is obliged to include in the public procurement contract such provision as a base for subcontracting between selected Supplier and his subcontractor(s).

The Supplier who was awarded the contract will not subcontract any substantial part of the contract without previously obtained written approval for Contracting Authority. The Contracting Authority must be informed in due time, before signing a subcontract, about the elements of the contract that are subcontracted, as well as about the subcontractor' identity. The Contracting Authority may check subcontractor's qualifications in accordance with Article 44. of the Law and inform Supplier about his decision not later than in 15 days from receiving a notice on subcontractor. In case of a rejection of the subcontractor, Contracting Authority is obliged to specify objective reasons for the rejection.

If the Contracting Authority approves subcontracting, the Supplier who was awarded the contract will be obliged to submit the Contracting Authority, before realization of the subcontract, his subcontract with subcontractors as the basis for direct payment to the Subcontractor. Compulsory elements of such a subcontract are as follows:

a) goods, services or works to be delivered, provided or performed by subcontractor;
b) subject matter, quantity, value, place and time of delivery of goods, provision of services or execution of works;
c) information about subcontractor, including the following: subcontractor's name, headquarters, JIB/IDB, number of transaction account and the relevant bank's name.

The Supplier to whom the contract was awarded is fully responsible for its realization.

8. LEGAL PROTECTION

Suppliers raise objections to the Contracting Authority to the address written in Chapter 1, General information.

An objection may be raised:

a) not later than in 7 (seven) days before expiry of deadline for submission of requests for participation or tenders, as written in a Notice on procurement;
b) not later than in 10 (ten) days from taking Tender Documentation;
c) not later than in 10 (ten) days upon receiving the Minutes on opening of tenders and the objections should be raised against actions, procedures, failure to act in compliance with the procedure of opening of tenders;
d) not later than in 10 (ten) days upon receiving a Decision defining individual rights from public procurement in respect of the procedure of review and evaluation of ability, as well as the review and evaluation and selection of the most favourable Supplier;
e) not later than in 10 (ten) days upon expiry of the deadline for making a decision on individual rights from public procurement procedure from Item d).

9. ANNEXES

ANNEX 1 – Tender submission form with Supplier's statement
ANNEX 2 – List of confidential information
ANNEX 3 – Tender price form
ANNEX 4 – Draft Agreement
ANNEX 5 – Statement on fulfilment of conditions from Article 45. paragraph (1) Item from a) to d) of the Law on Public Procurement BiH
ANNEX 6 – Statement from Article 52 LPP
ANNEX 7 – Technical specification
ATTACHMENT – Bid bond text suggestion

ANNEX I

TENDER SUBMISSION FORM

No. of procurement: .....
No. of Notice on Public Procurement Portal .....

CONTRACTING AUTHORITY:
P.C. „SARAJEVO“ International Airport LLC Sarajevo
Kurta Schorka 36.

SUPPLIER:
Supplier's name: .....
Supplier's ID: .....
Supplier's address: .....

*If tender is submitted by a group of Suppliers, the information to be filled in are the same for all members of the group as if single Supplier submitted a tender. The information who represents the group of Suppliers is to be added by the relevant Supplier. Subcontractor is not considered a member of a group of Suppliers in terms of public procurement procedure.

CONTACT PERSON: (for particular tender)

Name and surname	
Address	
Telephone	
Fax	
E-mail	

*Add or delete columns for members of a group of Suppliers as necesary. Have in mind that subcontractor is not considered a member of the group of Suppliers in sense of public procurement procedure. If a tender is submitted by a single Supplier, his name should be filled in the column **'major Supplier'** (all other columns to be deleted).

SUPPLIER'S STATEMENT

In public procurement procedure that you launched and made public on Public Procurement Portal, number of Notice on procurement being ....., on ....., we submit our offer and declare the following:

1. We grant a discount of [%], that equals .....BAM/EUR.

2. Price of our offer [**including discount from Item *9. And without VAT***] equals:

   .....BAM/EUR

   *Please find attached a Tender Price form, completed in accordance with tender documentation requirements. In case of discrepancy betwee the prices from this Statement and that from Tender Price form, relevant price shall be the one from Tender Price form.

3. In respect of your request on fulfilling the conditions for domestic preference, and in accordance with Item 3.2 of the tender document, we hereby declare the following (encircle correct answer):

   a) Our tender FULFILLS conditions for preferential treatment of domestic goods and submit the evidence required in Tender documentation.
   b) Our tender DOES NOT FULFILL conditions for domestic preferences.

   PLEASE NOTE: If the Supplier fails to encircle one of two answers, it will be considered that his proposal does not fulfill the conditions for domestic preferences

4. In respect with calculation of import duty costs, and bringing the foreign and domestic suppliers on equal level, we hereby declare the following (encircle correct answer):

   a) We are a domestic Supplier with head office in Bosnia and Herzegovina, and we offer goods on parity DDP, excluding VAT, (Incoterms 2010), which means that Customs duties have already been paid and included in the price quoted in Tender Price form.

   b) We are a foreign Supplier with its HQ out of Bosnia and Herzegovina offering goods on parity DAP (Incoterms 2010), and our goods do not come from any territory with which BiH has a contract on domestic preferences, so that, for the purpose of evaluation of tenders, our price filled in Tender Price form is to be incresed for the amount of Customs tarrif being in force on the day of tenders opening.

   c) We are a foreign Supplier with HQ out of Bosnia and Herzegovina, offering goods on parity DAP (Incoterms 2010), and our goods come from territories with which BiH has a contract on domestic preferences, and we will for each shipment attach relevant papers based on which our goods will be exempted from Custom duties; consequently, our price filled in Tender Price form should not be additionally increased. In case we do not attach required papers or submit documents that are not valid, we will compensate Contracting authority for the full amount of paid Customs duties and VAT difference that resulted from increasing the tax base for Customs duty amount.

   PLEASE NOTE: If the Supplier fails to encircle one of three answers, it will be considered that he encircled A in case of a domestic supplier, or that he encircled b in case of a foreign supplier.

5. This bid's option is valid for 120 days, *counting from expiry date for submission of bids*.

6. We request ___% of the price to be paid in advance, and for the remainder we accept its payment within 30 days after the fulfilment of all contractual obligations and invoicing.

   PLEASE NOTE: The requested percentage of advance payment cannot exceed 30%. If the Supplier requests more than 30% in advance payment, his tender will be rejected.

7. In case we requested advance payment in point 8, we hereby pledge to deliver the advance payment guarantee for the full amount, in accordance with item 6.3 of this TD.

8. We will provide original spare parts for the offered goods within warranty period, and outside it, in a period not shorter than 10 years from the end of product life (EOL);

9. We will deliver the goods within ____ days counting from the day of mutual contract signing. The goods will be considered delivered with the day of successful technical acceptance.

10. In case our tender is accepted, we shall deliver the Performance Guarantee in accordance with item 6.2 of this TD.

11. We oblige ourselves to take all measures of environmental protection and energy efficiency during the delivery and installation, in accordance with relevant legal regulations.

12. The warranty period for offered goods is ___ months, from the day of technical acceptance.

13. After the delivery, within a maximum of 15 days, we shall organize training at the headquarters of the Contracting Authority for the operators (cca 20 candidates) and maintenance technicians (cca 10 candidates)

14. We will obey security-safety measures at the Airport during delivery of goods. We agree to send announcement for delivery a day in advance to the Sector for security and protection, on fax number: 033/ 289 - 211.

15. We shall deliver operation and maintenance manual, as well as the catalogue of spare parts in three hardcopies (one in English language and two in local language) and in digital format as well.

16. The equipment we offer is brand new and unused.

17. Pertaining to chapter 10. of this tender document - Subcontracting, we hereby state the following (circle correct answer):
    a) We plan to fulfill a part of this contract by the means of subcontracting;
    b) We do not plan to use subcontracting during fulfilling of this contract.
    NOTE: If the tenderer fails to circle any of the above options, it will be considered he has no plan to use subcontracting.

18. (To be filled out only in case option a) was circled in the point above):

    We plan to subcontract this/these part(s) of the contract (filling out mandatory):

    _____

    _____

    We plan to take these companies as subcontractors (to be filled out if possible):

    _____

    _____

Name and surname of person authorized to represent Supplier:
[……]
Signature: [……]
Place and date: [……..……]
Stamp of firm / company:
Attached to tender is the following:

[List of submitted documents and Annexes, and their names]

ANNEX II

CONFIDENTIAL INFORMATION

Contracting Authority Confidentiality Requirements:

The Supplier is obliged to treat all exchanged information as confidential, to use them only for planned purposes of a specific project and not to make them available, completely or in parts, directly or indirectly to anyone who hasn't been authorized to receive them.

The Contracting Authority retains all rights over his data, information and objects he made or will make in verbal, written or electronic form, regardless of their confidentiality classification.

Confidentiality does not apply to the following information:

- Those that the Supplier possessed before this tender document has been published
- Those that Supplier obtained legally from a third party, and which had not been classified as confidential
- Those that Supplier produced himself after this tender document has been launched

The Supplier should limit the distribution and access to the information to those persons that need the information to carry out the activities, and thus can make copies of the information available to third parties only with explicit written consent from the contracting authority.

After the project has been completed, the Supplier is obliged to destroy any information (in printed or electronic form) which is not necessary for outstanding or future services within business cooperation with the Contracting Authority

Supplier Confidentiality Requirements:

Confidential information	Numbers of pages with such information in tender	Reasons for confidentiality of such information	Length of time to keep these information confidential

Signature and Stamp

_____

Note:
The information defined in Article 11. of the Law cannot be considered confidential.

ANNEX III – TENDER PRICE FORM
AIRPORT APRON BUSES

Supplier's name _____
Tender No. _____

1	2	3	4	5	6	7 (4x6)	8	9 (7x8/100)	10 (7-9)	11	12 (10+11)
Ord. No	**Description of goods**	**Country of origin**	**Quantity**	**Measure unit**	**Unit price excluding VAT (including delivery and other costs)**	**Total price per item**	**Discount %**	**Discount amount**	**Total price excluding VAT including discount**	**VAT amount 17%**	**Total price per item including VAT**
1	**AIRPORT APRON BUSES,** compliant with technical requirements, including special tools for maintenance and spare parts for two-year normal exploitation		2	piece							
	TOTAL:										

Total price for all items without VAT:	
Total discount:	
Total price for all items without VAT with included discount (VAT base):	
Total VAT:	
TOTAL INCLDING VAT:	

In writing**:**
BAM / EUR

Supplier's signature and stamp:_____

Note:

1. Prices have to be quoted in BAM or EUR. Price has to be quoted for each tender item.
2. Tender price is quoted without VAT and includes all the charges that Contracting authority has to pay to Supplier. Contracting authority must not have any additional costs but those listed in this form.
3. In case of discrepancy between unit price and total, adjustment will be made according to unit prices.
4. Column 3, “Country of Origin” should be filled out with the actual country(s) the goods are produced in (e.g. BiH, Macedonia, Germany), and not the name of a regional agreement such as EU or CEFTA. The countries with incorrectly filled out column 3 shall be rejected
5. Unit price of item is not considered a mathematical error and as such cannot be corrected.

ANEKS IV - NACRT UGOVORA

J.P. Međunarodni aerodrom "SARAJEVO" d.o.o. Sarajevo, iz Sarajeva, ul. Kurta Schorka br. 36, Uvjerenje o registraciji obveznika PDV-a u jedinstvenom registru obveznika indirektnih poreza sa identifikacionim brojem: 200068970001, Uvjerenje o poreznoj registraciji kod Kantonalnog poreskog ureda Sarajevo, registrovano kod Općinskog suda u Sarajevu sa matičnim registarskim brojem subjekta upisa: 1-13237, Transakcijski račun kod UniCredit banka d.d. Mostar, broj: 10000273131 (EUR), IBAN: BA39 3387 3048 0524 0512, SWIFT: UNCRBA 22, koga zastupa Armin Kajmaković, direktor i Elvedin Begić, izvršni direktor **(u daljem tekstu: Naručilac)**

i

_____ (naziv i adresa Isporučioca), Identifikacioni broj obveznika indirektnih poreza kod Uprave za indirektno oporezivanje – PDV broj:_____, Identifikacioni broj obveznika direktnih poreza kod _____ poreznog ureda _____ – ID broj:_____, Porezni broj:_____ Registrovano kod Općinskog suda u _____pod brojem:_____, sa matičnim registarskim brojem subjekta upisa:_____, Transakcijski račun kod _____, broj:_____, koga zastupa _____ **(u daljem tekstu: Isporučilac)**

Zaključili su u Sarajevu sljedeći

ANNEX IV - CONTRACT DRAFT

P.C. SARAJEVO INTERNATIONAL AIRPORT Ltd. Sarajevo, Sarajevo, 36 Kurt Schork Str., 71210 Sarajevo, certificate on having entry in the unified register of indirect tax payers with identification number: 20006890001, certificate on tax registration – identification number: 4200068970001, tax number: 01350558 at Sarajevo Cantonal Tax authority, Registration No.: 1-13237 at Municipal Court in Sarajevo, number: UF/I-2148/05, Transaction account at UniCredit banka d.d. Mostar, 10000273131 (EUR), IBAN: BA39 3387 3048 0524 0512, SWIFT CODE: UNCRBA 22, represented by Armin Kajmaković, General Manager and Elvedin Begić, executive manager **(hereinafter referred to as: Buyer)**

and

_____(Full name of Legal Entity), having its principal office at _____, VAT No: _____, identification number of indirect taxpayer at tax authority at _____, ID number: _____, Tax number: _____, registered at Municipal court in _____ under number: _____, Transaction account No: _____ at _____ Bank represented by _____ **(hereinafter referred to as: Supplier)**

Concluded in Sarajevo the following

U G O V O R

Član 1.
(Predmet Ugovora)

Predmet ovog Ugovora je regulisanje prava i obaveza ugovornih strana u vezi sa isporukom robe – Aerodromski platformski autobus (2 kom), uključujući i specijalne alate za održavanje i rezervne dijelove i potrošne materijale dovoljne za normalnu dvogodišnju upotrebu, a sve u skladu sa specifikacijom iz tenderske dokumentacije i ponudom Isporučioca, broj: _____ od _____ god. zavedena na protokol Naručioca pod brojem: _____ od _____ god. koja se daje u prilogu ovog Ugovora i čini njegov sastavni dio.

Isporučilac se obavezuje, uz isporučenu robu, dostaviti Naručiocu Korisničko uputstvo za korištenje i održavanje, te katalog rezervnih dijelova, i to 1 (jedan) printani primjerak na engleskom jeziku, 2 (dva) printana

A G R E E M E N T

Article 1.
(Subject of the Agreement)

The subject of this Agreement is a regulation of contracting parties' mutual rights and obligations related to delivery of goods – Airport airport buses (2 pcs), including special tools for maintenance and spare parts for two-year normal exploitation, all in accordance with the specification from Tender Documentation and Supplier's tender No.: _____ of _____ registered at the Buyer's protocol under No.: _____ of _____, being attached to this Agreement as its constituent part.

Supplier is obliged to send Buyer Instruction for use and maintenance of the goods and catalogue of spare parts from the previous paragraph – 1 (one) printed copy in English and 2

primjerka na jednom od službenih jezika Bosne i Hecegovine, te elektronske kopije na oba jezika (bosanskom/hrvatskom/srpskom i engleskom jeziku).

(two) printed copies in one of BiH official languages, as well as electronic copies in both languages (Bosnian/Croatian/Serbian and English).

Član 2.
(Cijena robe i avansna garancija)

Ugovorne strane su saglasne da ukupna vrijednost robe iz člana 1. ovog Ugovora iznosi _____ KM/EUR (slovima:_____ KM/EUR).

U navedenu cijenu nije uključen PDV, koji će biti obračunat po važećoj zakonskoj stopi na dan fakturisanja (ukoliko je primjenjivio).

Naručilac je dužan Isporučiocu platiti _____% avansa (ne više od 30%) od ugovorene cijene robe, uz prethodno dostavljenu avansnu bankovnu garanciju Isporučioca na puni iznos avansa uvećanog za PDV (ukoliko je primjenjivo), naplativu na prvi poziv, sa rokom važnosti od zaključenja ugovora do isteka roka za isporuku robe + 30 (trideset) dana.

Isporučilac je obavezan avansnu garanciju dostaviti u roku od 15 dana od dana potpisivanja Ugovora.

Naručilac se obavezuje ostatak cijene uplatiti na transakcijski račun Isporučioca u roku od 30 (trideset) dana od kvalitativno – kvantitativnog internog tehničkog prijema isporučene robe, i održanoj obuci radnika Naručioca, što će se zapisnički konstatovati, uz prethodno ispostavljanje fakture.

Article 2.
(Price of goods and advance payment)

Contracting parties agreed that total value of the goods from Article 1. of this Agreement equals to _____ BAM/EUR (in witten:_____BAM/EUR).

The mentioned price does not include VAT which will be calculated at the current VAT rate on the day of invoicing (if applicable).

Buyer shall pay Supplier advance payment of _____% (no more than 30%) of contracted price, upon previously obtained and presented advance payment bank guarantee from Supplier on the full amount of the advance payment + VAT (if applicable), collectable on first call and in force from the conclusion of the Agreement until the expiry of the delivery deadline + 30 (thirty) days.

Supplier is obliged to present the guarantee within 15 (fifteen) days upon conclusion of the Agreement.

Buyer shall pay the remaining amount on Supplier's transaction account in 30 (thirty) days after the internal technical acceptance of the goods and performed training of Buyer's staff, who will make a relevant Minutes in accordance with the previously issued invoice.

Član 3.
(Rok isporuke robe)

Isporučilac se obavezuje isporučiti ugovorenu robu u roku od _____ dana od dana zaključenja Ugovora na paritetu _____ (INCOTERMS 2010).

Ako Isporučilac ne izvrši isporuku u roku određenom u stavu 1. ovog člana obavezan je Naručiocu platiti ugovornu kaznu za svaki dan zakašnjenja u iznosu od 0,5% od ukupne vrijednosti iz člana 2. ovog Ugovora, s tim što su ugovorne strane saglasne da ukupan iznos ugovorne kazne ne prelazi iznos od 5% ugovorene vrijednosti.

Ugovorna kazna se obračunava do dana uredne primopredaje robe iz člana 1. ovog Ugovora.

Article 3.
(Delivery deadline and penalty charges)

Supplier is obliged to deliver contracted goods in _____ days upon signing the Agreement on _____ parity (INCOTERMS 2010).

If Supplier does not deliver the goods within the deadline from paragraph 1. of this Article, he shall pay Buyer the penalty for each day of being late in the amount of 0.5% of the total value from Article 2. of this Article, whereas the contracting parties agreed that a total amount of penalties cannot exceed 5% of contracted value.

The penalty is calculated from the day of delivery of the goods from Article 1. of this Agreement.

Član 4.
(Obaveze Naručioca)

Naručilac se obavezuje da izvrši:

- plaćanje na način utvrđen ovim Ugovorom,
- interni tehnički prijem robe zajedno sa ovlaštenim predstavnikom Isporučioca.

Article 4.
(Buyer Obligations)

Buyer is obliged to:

- settle the payment in a way defined in this Agreement,
- perform internal technical acceptance of the goods together with Supplier's authorized representative.

Član 5.

Article 5.

(Obaveze Isporučioca)

Isporučilac se obavezuje da:

- obezbijedi besplatan servis u garantnom roku za kvarove obuhvaćene garancijom, a originalne rezervne dijelove u vanugovornom roku, najmanje u periodu od 10 godina od prestanka proizvodnje ponuđene robe,
- sa ovlaštenim predstavnicima Naručioca, izvrši i učestvuje u internom tehničkom prijemu robe,
- nakon internog tehničkog prijema robe, ali ne kasnije od 15 dana od internog tehničkog prijema robe održi obuku za operatere cca 20 radnika i osoblje koje će raditi na održavanju opreme (cca 10 radnika).

(Supplier obligations)

Supplier is obliged to:

- provide free of charge repair service in the warranty period for warranty related repairs, and original spare parts event after expiry of the Agreement, for at least in 10-year-long period after production of the offered goods has stopped,
- perform internal technical acceptance of the goods, together with Supplier's authorized representative(s),
- not later than in 15 days upon internal technical acceptance, organize a training for approx. 20 operators and 10 employees who will maintain the equipment.

Član 6.
(Garancija za ispravno funkcioniranje robe)

Isporučilac na ugovorenu robu daje garanciju od _____ mjeseci, a koja počinje teći momentom kvalitativno – kvantitativnog prijema isporučene robe.

Isporučilac se obavezuje da će isporučena roba zadovoljavati sve uobičajene standarde kvaliteta predviđene za predmetnu vrstu robe.

U slučaju da predmetna roba ne funkcionira ispravno u garantnom roku, Isporučilac se obavezuje u roku od 15 (slovima: petnaest) dana od dana prijema obavijesti izvršiti popravku robe ili ako Isporučilac nije u mogućnosti da izvrši popravku, obavezan je da izvrši zamjensku isporuku robe istog kvaliteta.

Article 6.
(Warranty on goods)

Supplier gives the warranty on delivered goods for the period of _____ months, starting from the day of quality/quantity acceptance of delivered goods.

Supplier is obliged to make sure delivered goods fulfill all of the quality standards pertaining to the type of goods being delivered.

In case the delivered goods malfunction within the warranty period, the Supplier is obliged to repair the goods or, in case he is unable to repair the goods, provide replacement goods of the same quality, within 15 (fifteen) days after receiving a written notice.

Član 7.
(Skriveni nedostaci)

Isporučilac odgovara za skrivene nedostatke na robi u periodu od jedne godine od dana prijema isporučene robe.

Ukoliko Naručilac nakon isporuke, za vrijeme perioda odgovornosti Isporučitelja ustanovi skrivene materijalne nedostatke u kvalitetu isporučene robe iz člana 1. ovog Ugovora, koji nisu mogli biti primjećeni pri prijemu robe, dužan je o tome bez odgađanja obavijestiti Isporučioca pisanim putem.

U slučaju da se tokom upotrebe predmetne robe, a za vrijeme garantnog perioda odgovornosti Isporučitelja za skrivene materijalne nedostatke uoče određeni nedostaci, odnosno da ista ne ispunjava odgovarajuće standarde kvaliteta, Isporučilac se obavezuje u roku od 15 (petnaest) dana od dana prijema obavještenja o svom trošku otkloniti uočeni nedostatak, a ukoliko nedostatak nije moguće otkloniti, obavezan je isporučiti ispravnu robu istog kvaliteta.

Član 7.
(Hidden defects)

Supplier shall be responsible for hidden defects of the goods for the period of 1 (one) year from acceptance of delivered goods.

If Buyer, after delivery and during the warranty period of Supplier, detects hidden material defects related to quality of the goods from Art. 1 of this Agreement that could not have been detected during its acceptance, he shall immediately inform Supplier about it, in a written form.

In case that during the exploitation of delivered goods, and during the period Supplier is held liable for hidden defects such defects are noticed, the Supplier is obliged to make necessary repairs of the goods, or, if unable to repair the goods, provide replacement goods of the same quality, at his own expense, within 15 (fifteen) days of written notice on defects.

Član 8.
(Bankarska garancija)

Isporučilac se obavezuje da će u roku od 15

Article 8.
(Contract Performance Bank Guarantee)

Supplier shall send the Buyer within 15 days

(petnaest) dana od dana potpisivanja ovog Ugovora dostaviti Naručiocu bezuslovnu bankarsku garanciju za dobro izvršenje ugovora, u visini od 10 % ukupne vrijednosti Ugovora uvećane za PDV (ako je primjenjivo), sa rokom važnosti od dana zaključenja ugovora do isteka roka za isporuku robe + 30 dana.

U slučaju da Isporučilac ne dostavi bankarsku garanaciju u roku iz prethodnog stava, Ugovor će se smatrati apsolutno ništavim.

U slučaju da Isporučilac nakon što je dostavio bankarsku garanciju prekrši obaveze iz ovog Ugovora, Naručilac će ga pisanim putem upozoriti na kršenje Ugovora, te mu ostaviti razuman rok za otklanjanje konstatovanih propusta.

Ukoliko Isporučilac ne otkloni konstatovane propuste, Naručilac će realizovati bankarsku garanciju (izvršiti protest ukupnog iznosa na koji glasi garancija) i raskinuti Ugovor.

Garancija pokriva naknadu svake štete i troškova koju može imati Naručilac u slučaju da Isporučilac prekrši ugovor za vrijeme njegovog trajanja + 30 dana

Ugovor se smatra raskinutim danom prijema obavijesti o raskidu.

after the signing of this Agreement, an unconditional bank guarantee for performance of the contract in the amount equalling 10% of the contract value increased by VAT (if applicable), being valid from the day of signing the contract until delivery of the goods (acceptance of delivered goods) + 30 (thirty) days.

In case the Supplier fails to send the guarantee before the deadline specified in the paragraph above, this Contract shall be considered null and void.

In case the Supplier violates his obligations according to this Agreement, Buyer shall warn him about the violation, leaving him a reasonable period to eliminated detected defects.

If the Supplier does not eliminate detected defects, the Buyer shall realize the bank guarantee (protest the full amount of the guarantee) and terminate the Agreement.

The guarantee covers compensation for any damage or costs that Buyer might have if the Supplier violates the Agreement from the day of signing the contract until delivery of the goods during the warranty period (acceptance of delivered goods) +30 days.

The Agreement Is considered terminated from the day of receiving a termination notice.

Član 9.
(Pribavljanje dozvola za kretanje i zadržavanje)

Isporučilac se obavezuje poduzeti aktivnosti na pribavljanju dozvola za nesmetan pristup svojim angažiranim zaposlenicima, odmah po potpisivanju ugovora, a najkasnije 3 (tri) dana prije isporuke robe, u skladu sa Pravilnikom o izgledu, sadržaju, uvjetima i postupku izdavanja i oduzimanja dozvola za kretanje i zadržavanje lica na međunarodnim aerodromima (“Službeni glasnik BiH”, broj: 13/11, 77/13 i 85/17) i Pravilnikom o dozvolama za kretanje i zadržavanje vozila na međunarodnim aerodromima (“Službeni glasnik BiH”, broj: 13/17).

Article 9.
(Obtaining permits for movement and stay)

Supplier shall start activities related to obtaining of permits for undisturbed access of its staff immediately upon signing the Agreement, and not later than 3 (three) day before delivery of goods, and in accordance with the Rule book on appearance, content, conditions and procedure of issuing and depriving of permits for movement and stay of persons at international airports (“Official Gazette BiH”, number: 13/11 and 77/13) and the Rule book on permits for movement and stay of vehicles at international airports (“Official Gazette BiH”, number: 13/17).

Član 10.
(Sigurnosne mjere)

Za vrijeme isporuke i puštanja u rad ugovorene robe, Isporučilac je obavezan poštovati postojeće mjere sigurnosti Naručioca.

Isporučilac je, u skladu sa odredbama Zakona o obligacionim odnosima, odgovoran za svu eventualnu štetu nastalu nepoštivanjem tih mjera, kako Naručiocu tako i trećim fizičkim i pravnim licima.

Isporučilac se obavezuje da najmanje 3 (tri) dana prije isporuke predmetne robe dostavi Naručiocu spisak osoba koje će učestvovati u njenoj isporuci sa sljedećim podacima: ime i prezime, ime oca, broj lične karte i adresu prebivališta, kao i podatke o vozilu koje će se koristiti tokom isporuke, kako bi mu Naručilac

Article 10.
(Security measures)

During delivery and putting of the equipment into operation, Supplier is obliged to obey the Buyer’s security measures.

According to provisions of the Law on obligations, Supplier shall be responsible, both to Buyer and third parties, for any possible damage caused by his failure to comply with these measures

Prior the shipment of contracted goods the Supplier shall send the Buyer, at least 3 (three) day in advance, a list of persons who will participate in delivery, with the following data: name and surname, father’s name, ID number and resident

obezbijedio nesmetanu isporuku.

address, as well as the information about the vehicle to be used for delivery, so that the Buyer can prepare a smooth delivery.

Član 11.
(Primjena Zakona o obligacionim odnosima i nadležnost suda)

Za sva pitanja koja nisu regulisana ovim Ugovorom primjenjivaće se odredbe Zakona o obligacionim odnosima FBiH.

Eventualne nesporazume strane će nastojati rješavati dogovorom, a ukoliko to ne bude moguće, sporove će rješavati stvarno nadležni sud u Sarajevu.

Article 11.
(Law on obligations and court jurisdiction)

Provisions of the Law on obligations FBiH shall apply to any issue not being defined in this Agreement.

Contracting parties will try to solve possible misunderstandings in an amicable way and if they fail to reach a solution, disputes will be resolved at a relevant court in Sarajevo.

Član 12.
(Ostalo)

Ovaj Ugovor se smatra zaključenim danom potpisivanja od strane ovlaštenih predstavnika ugovornih strana, a ukoliko potpisivanje nije izvršeno na isti dan, Ugovor se smatra zaključenim danom potpisivanja od strane ovlaštenog predstavnika druge ugovorne strane.

Ugovor je sačinjen u po 4 (četiri) istovjetna primjerka na bosanskom i engleskom jeziku, od kojih svaka ugovorna strana zadržava po 2 (dva) primjerka na oba jezika, pri čemu se za primjenu i tumačenje ima primjenjivati varijanta na bosanskom jeziku.

Article 12.
(Miscellaneous)

This Agreement is considered concluded on the day of being signed by authorized representatives of both contracting parties,but if it is not signed on the same day, the Agreement is to bi considered concluded the day of its signing by the authorized representatives of party which subsequently signed the Agreement.

Agreement is prepared in 4 (four) identical copies in Bosnian and English, out of which both contracting parties are to keep 2 (two) copies each. For implementation and interpretation purposes, the copy in Bosnian shall prevail.

ZA NARUČIOCA

(On behalf of Buyer)

Armin Kajmaković, direktor/Director

_____

Elvedin Begić, izvršni direktor/Executive director

_____

Broj Ugovora: _____

Datum: _____

ON BEHALF OF SUPPLIER

(Za Isporučioca)

_____

_____

Ref. No.: _____

Date: _____

ANNEX V – Statement on fulfillment of conditions from Article 45. paragraph (1) Items a) to d) of the Law on public procurement BiH („Official Gazette BiH“ No.: 39/14)

I, the undersigned _____ (name and surname), with identity card number: _____ issued by _____, as a representative of a company, handicrafts or similar activity _____ (specify position, name of company, handicrafts or similar activity, ID number _____, with head office in _____ (city/municipality),address _____ (street number), as a candidate/Supplier in procurement procedure _____ (specify full name and type of public procurement procedure),conducted by P.C. “SARAJEVO“ International Airport LLC Sarajevo, for which was published a Notice on public procurement (if published),number: _____ in the „Official Gazette BiH“ number: _____, in compliance with Article 45. paragraphs (1) and (4) **under full criminal and financial liability,** make a

STATEMENT

Candidate/Supplier _____ in the mentioned public procurement procedure, represented by me,:

a) has not been found guilty in criminal proceedings by final judicial verdict for criminal act of organized crime, corruption, fraud or money loundering according to legislation in BiH or the country of registraion;

b) is not under bankruptcy proceedings or liquidation;

c) has not missed to pay pension, disability and health insurance in accordance with legislation being in force in BiHor the country of registration;

d) has not missed to fufill his obligations related to payment of direct and indirect taxes in accordance with legislation being in force in BiH or the country of registration.

In that sense I am familiar with candidate/Supplier's obligation, in case of being awarded the contract, to present documents from Article 45. paragraph (2) Items from a) to d) on Contracting authority's request in requested deadline according to Article 72. paragraph (3) item a).

I further declare I am aware that forgery of an official instrument, i.e. use of forged official or business document, book or official paper in business as if they true documents, is a criminal act according to criminal laws in BiH, as well as that giving untrue information in documents which are to prove personal ability from Article 45. of the Law on public procurement is aviolation that imply payment of penalties in the amount of 1.000,00 KM to 10.000,00 KM for Supplier (legal entity) and 200,00 to 2.000,00 KM for Supplier's responsible person.

I also declare I am aware that the Contracting authority conducting the said public procurement procedure according to Article 45. paragraph (6)of the Law on public procurement BiH, in case of having suspicions about authenticity of the information declared in this statement, keeps right to check truthness of the information at competent authorities.

Declared by:

_____

Place and date:

_____

Competent authority's signature and stamp:

_____ L.S.

ANNEX VI – WRITTEN STATEMENT FROM ARTICLE 52 OF THE LAW ON PUBLIC PROCUREMENT

I, the undersigned _____ (name and surname), with identity card number: _____ issued by _____, as a representative of a company, handicrafts or similar activity _____ (specify position, name of company, handicrafts or similar activity, ID number _____, with head office in _____ (city/municipality), address _____ (street number), as a candidate/Supplier in procurement procedure _____ (specify full name and type of public procurement procedure),conducted by P.C. "SARAJEVO" International Airport LLC Sarajevo, for which was published a Notice on procurement (if published), number: _____ in the „Official Gazette BiH" number: _____, in compliance with Article 52. paragraph (2) of the Law on public procurement **under full criminal and financial liability,** solemnly

DECLARE

1. I have not offered bribe to any person involved in any stage of the public procurement procedure;

2. I have not given nor promised any gift or other privilege to any official or responsible person of Contracting authority, including a foreign official person or the international employee, in order to persuade any of those employees to perform an activity he should not perform within his official authority, or to persuade him not to perform a duty that should be executed either by him or a person who acts as a mediator in offering bribe to the official or responsible person.

3. I have not given nor promised any gift or other privilege to any official or responsible person of Contracting authority, including a foreign official person or the international employee in order to persuade any of those employees to execute activitiy he should not be doing or who restrains from performing duties he sloud perform.

4. I have not been involved in any activity aimed at corruption during the public procurement procedure.

While making this statement I am fully aware of criminal liability for punishable offenses of offering and receiving bribe, as well as offenses against official and other responsibility stipulated by Criminal law of Bosnia and Herzegovina.

Declared by:

_____

Place and date:

_____

Competent authority's signature and stamp:

_____ L.S.

ANNEX VII – Technical specification

VOZILO / VEHICLE

OSOBINE / FEATUERS	SPECIFICIRANO / SPECIFIED	PONUĐAČ / TENDERER
Osnovna namjena Purpose	- Aerodromski platformski autobus - Airport Apron Bus	
Kapacitet (broj putnika) Capacity (number of passengers)	- min. 104	
Broj putnika na m^2 Passengers per m^2	- 4 /m^2, (IATA AHM 950)	
Broj sjedećih mjesta Number of seats	- 8 ÷ 10	
Vrsta šasije, Chassis	- Niskopodna - Low floor	
Visina ulaznog stepenika Entrance step height	- max 300 mm	
Visina prostora za putnike Headroom inside	- min 2400 mm	
Širina otvora vrata Doors opening width	- > 1250 mm	
Max. širina busa Max width	- ≤ 3000 mm	
Broj osovina Axles	- Max. 2	
Osovinsko rastojanje Wheel base	- < 7500 mm	
Radijus okretanja Turning radius	- ≤ 14500 mm – od zida do zida - ≤ 14500 mm – wall to wall	
Nosivost autobusa Load capacity	- 10000 kg	
Motor Engine	- Dizel, EUROMOT 4	
Snaga motora Engine power	- < 130 kW	
Momenat motora Engine torque	- ≥ 750 Nm	
Potrošnja goriva Fuel consumption	- < 190 g/kWh	
Sistem izduvnih gasova Exaust system	- Dvostrani, aktivan na strani sa zatvorenim vratima - Two way, exhausting to the side with closed doors	
Mjenjač Transmission	- Automatski, pet stepeni - Automatic, 5-speed	
Suspenzije Suspension	- Pneumatske, sa „klečećećim“ sistemom spuštanja - Pneumatic with „kneeling system“	
Raspored vrata za putnike Passenger doors	- 3 automatska vrata na obje strane - 3 automatic doors per side	
Mogućnost otvaranja vrata iznutra u slučaju nužde Provision to open the doors from inside in emergency	- Da - Yes	

OSOBINE / FEATUERS	SPECIFICIRANO / SPECIFIED	PONUĐAČ / TENDERER
Vozačka kabina Drivers cabin	- Odvojena pregradom od putnika - Separate from the passenger section	
Klimatizacija vozačkog prostora A/C for drivers compartment	- Da - Yes	
Klimatizacija putničkog prostora sa zasebnim motorom A/C for passengers compartment with separate engine	- Da - Yes	
Sistem za zagrijavanje putničkog prostora Heating system for passengers compartment	- Da - Yes	
Konstrukcija autobusa Body	- Aluminijska - Aluminium	
Životni vijek Life time	- ≥ 25 god./years	
Pod autobusa Floor	- Potpuno ravan, bez stepenica ili nagiba, protuklizni - Completly flat, without steps or slopes, antislip	
Prozori Windows	- Tonirana stakla, toplotno reflektujuća - Tinted glass, heat reflectingt	
Preklopni prozori (3 na svakoj strani) Foldable side windows (3 each side)	- Da - Yes	
Manualna rampa za invalidska kolica Manual wheelchair ramp	- Da - Yes	
Interni sistem za najave Internal announcement system	- Da - Yes	
Kamera za vožnju unazad Reverse camera system	- Da - Yes	
Sirena za vožnju unazad Reverse horn	- Da - Yes	
Rotaciono svjetlo Flashing beacon	- LED	
Protivpožarni aparat Fire extinguisher	- Da - Yes	
Instalacije za radio Motorola MTM5400 sa GPS modulom (12V & 2 antena) Wiring for radio Motorola MTM5400 with GPS module (12V & 2 antena)	- Da - Yes	
Servis dizel motora u BiH Diesel engine service in BiH	- Da - Yes	
Boja Colour	- Plava/Blue: RAL5015 - Bijela/White: RAL9010	
Aerodromski logo Airport Logo	- Da - Yes	

STANDARDI / STANDARDS

OSOBINE / FEATUERS	SPECIFICIRANO / SPECIFIED	PONUĐAČ / TENDERER

Standardi i aerodromski zahtjevi koje vozilo mora zadovoljiti Standards and airport requirements	- AHM 910 Basic Requirements for Aircraft Ground Support Equipment. - AHM 913 Basic Safety Requirements for Aircraft Ground Support Equipment. - AHM 914 Compatibility of Ground Support Equipment with Aircraft Types - AHM 915 Standard Controls - AHM 950 Functional Specification For An Airport Passenger Bus	

Sve što nije specificirano ponuđač je dužan popuniti u skladu sa onim što nudi.
Tenderer is obliged to fill in all the data not given in specifications.

Remark for radio wiring:
Antenna Procom GPS-C MU 4/FM/f with one cable for the TETRA radio (BNC male connector at the end of the cable) and one cable for the GPS module of the radio (FME male connector at the end of the cable). Cables should be taken to the point where the radio is going to be installed. Both Cables are RG58, 50 Ohm. Radio is Motorola MTM5400 powered with 10,8-15,6 VDC, usually 12VDC, so take care about that as well.
Airport can send Antenna and Radio before final assembly is finished, if it is needed.

ATTACHMENT – TEXT OF BID BOND

BANK NAME AND LOGO

TENDER SECURITY GUARANTEE IN PUBLIC PROCUREMENT PROCEDURES

Date:

For Contracting Authority: .....

We have been informed that our Client (Supplier's name and address), hereinafter referred to as "SUPPLIER", participates in the open/limited/negotiating procedure with publishing of Notice, negotiating procedure without publishing of notice/bid invitation for preparation of preliminary design/competitive dialogue/, related to procurement of goods/works/services, whose estimated value equals _____ KM / EUR.

To participate in this procedure Supplier is obliged to submit a security for seriousness of tender in the mount of _____ % of the estimated contract value, what equals _____ KM / EUR (in written: _____).

According to the above mentioned, _____ (bank name and address), is obliged to make irrevocable and unconditional payment on the written bank account in the amount of _____ KM (in written: _____), (to specify both in figures and in words the amount and currency of bank security),not later than in three (3) working days upon receipt of your written requirement which includes your statement that the Supplier has done the following:

1. Withdrew his offer before expiry of deadline for validity of offers as defined in Tender Documentation and Tender Form, or
2. If the Supplier, informed that his offer was selected as the most favourable one, during validity of offers:

a) Refuses to sign the contract or fails to sign the contract in defined deadline,
b) Does not submit or submits inappropriate security for performance of contract,
c) Submits false statements in respect of qualifications of Supplier candidate.

Your request for use of resources under this guarantee is acceptable only in case it sent to us in full and correctly coded by telefax/telegraph by your bank, confirming that your original request was also sent by mail and that it legally places you under obligation. Your request will be reconsidered and addressed after receipt of your request for payment, faxed or telegraphed to the following address: ..... .

This security becomes effective on..... at..... o'clock (specify date and deadline for submission of tenders).

Our obligation according to this security expires on .....at ..... o'clock (specify date and time, according to the Notice on public procurement and Tender Documentation, having in mind it cannot be shorter than 30 days).

After expiry of the mentioned deadline, the security automatically becomes invalid. The security should be returned as irrelevant. Regardless whether the security will be returned or not, after expiry of the deadline we will consider free of any obligation regarding this security.

This security is personal and cannot be transfered.

Signature and stamp

(BANK)