

**J.P. MEĐUNARODNI AERODROM "SARAJEVO" D.O.O.**

Kurta Schorka 36, 71210 Sarajevo, Bosna i Hercegovina

Registровано kod: Općinski sud Sarajevo, MBS 65-01-0419-11; JIB 4200068970001; Carinski broj 200068970001  
RACUN: 3387302205238447, UniCredit banka d.d. Mostar, BiH**DATE: 20.09.2021.****PROTOCOL NUMBER: 06-1-04-7-5117-4/21****FSM-Maschinenhandel GmbH****Percostrasse 22****A-1220 Wien****Email: christian.stangl@fsm-vienna.at****SUBJECT:** Negotiated Procedure without Publication of Procurement Notice

- **Delivery of Original Spare Parts and Provision of Repair Services for Equipment by the Manufacturer JOHN BEAN TECHNOLOGIES LIMITED AEROTECH (for a period of three years)**

<b>Number of Procurement</b>	5117
<b>Contracting Authority</b>	PC Sarajevo International Airport LLC Sarajevo 36, Kurta Schorka 71210 Ilidža-Sarajevo Bosnia and Herzegovina
<b>Identification Number</b>	4200068970001
<b>Contracting Authority's Contact Person</b>	Admir Jusić phone number: +387 33 289 143 fax number: +387 33 289 141 <a href="mailto:ajusic@sarajevo-airport.ba">ajusic@sarajevo-airport.ba</a>
<b>List of legal entities excluded from the procurement procedure in accordance with Article 52, paragraph (4) of the Law on Public Procurement</b>	There are no legal entities excluded in accordance with Article 52, paragraph (4) of the Law on Public Procurement.
<b>Ordinal Number of Procurement from Procurement Plan for 2021</b>	G.64.
<b>CPV code</b>	34330000-9
<b>Type of Procedure</b>	A negotiated procedure without a publication of procurement notice in accordance with Article 21, item c) and Article 28 of the Law on Public Procurement, Official Gazette of B&H, number 39/14.
<b>Type of Contract</b>	Goods
<b>Estimated Value (BAM, VAT excluded)</b>	90.000,00 BAM
<b>Conclusion of Framework Agreement</b>	No
<b>Deadline for Submission of Tenders</b>	18.10.2021. until 12:00
<b>Place of Submission of Tenders</b>	PC Sarajevo International Airport LLC Sarajevo 36, Kurta Schorka, 71210 Ilidža-Sarajevo – Protocol Department – Administration Building
<b>Date and Time of Public Opening of Tenders</b>	18.10.2021. at 12:30
<b>Place of Public Opening of Tenders</b>	Conference Room (764), Administration Building



Dear,

PC Sarajevo International Airport LLC Sarajevo invites you to submit a tender in a negotiated procedure without a publication of a notice **in accordance with Article 21, paragraph (1) item (c) and Article 28 of the Law on Public Procurement, Official Gazette of B&H number 39/14**. The public procurement procedure shall be carried out in accordance with the *Law on Public Procurement of Bosnia and Herzegovina (Official Gazette of B&H, number 39/14), Implementing Regulations* in accordance with the *Law*, and this *Tender Documentation*.

## 1. Subject Matter of Procurement

1.1 Subject of the public procurement is a procurement of goods:

- **Delivery of Original Spare Parts and Provision of Repair Services for Equipment of the Manufacturer JOHN BEAN TEHOLOGIES LIMITED AEROTECH (for a period of 3 years)**, all in accordance with the Tender Documentation.

## 2. Requirements to Participate and Required Documentary Evidence

2.1 Requirements to Participate and Required Documentary Evidence:

- a) Annex I – Tender Submission Form – completed, signed and stamped.
- b) Annex II – Confidential Information Form – completed, signed and stamped. If a supplier fails to submit this form, it shall be considered that its tender does not include any confidential information.
- c) Annex III – Statement pursuant to Article 45 of the *Law on Public Procurement* – completed, signed, stamped. The Statement must be verified by a competent authority.
- d) Annex IV – Statement pursuant to Article 52 of the *Law on Public Procurement* – completed, signed, stamped. The Statement must be verified by a competent authority.
- e) Annex V – Draft Contract – completed (only the preamble), signed, stamped.
- f) Evidence (an original document or a verified copy of the original document, not older than 90 days) and translation of the same into one of the official languages in Bosnia and Herzegovina, certified by a certified translator to be the **only** accredited supplier for the supply of spare parts and a provision of repair service for the manufacturer **JOHN BEAN TEHOLOGIES LIMITED AEROTECH, UK** for the market of Bosnia and Herzegovina.
- g) Initial Tender with all relevant elements and prices, including:
  - 1. Price per day for a certified service technician and a technician for repair service.
  - 2. Specification of spare parts most frequently changed, with a unit price included. Deliveries of spare parts not listed in a specification shall be done in accordance with the manufacturer's prices of spare parts.

2.2 A supplier is under obligation to submit the following documents to confirm that the cases from item 2.1c) do not apply to him/her, and all in accordance with item 2.3. of this Tender Documentation:

- a) Certificates of competent courts, i.e. the Court of B&H and the Court in relation to headquarters of legal entity – supplier, to prove that no final judgement is pronounced against him/her in a criminal proceeding, under which he/she is convicted of a criminal act of participation in a criminal organization, corruption, fraud or money laundering.
- b) Certificates, of the competent court or an administrative authority where a supplier is registered, to confirm that he/she is neither bankrupt nor subject to bankruptcy proceeding, that he/she is not subject to liquidation proceeding, i.e. in a process of winding down business activities.
- c) Certificates of competent authorities to confirm that a supplier has settled accrued liabilities, in relation to contributions for disability and pension insurance and health insurance.



- d) Certificates of competent authorities that a supplier has settled accrued liabilities, in relation to payment of direct and indirect taxes.
- 2.3 A supplier is obliged to submit original documents or certified copies of the documents required under the item 2.2, not older than 90 days from the day of the opening of tenders, within 7 business days upon the receipt of the Notice and the Decision on the most economically advantageous supplier. Non-compliance with this obligation shall lead to a rejection of the tender. A supplier may also submit all required documents immediately with the tender, but in that case, *Statement pursuant to Article 45 of the Law on Public Procurement – Annex III, MUST BE SUBMITTED* as well.
- 3. Initial Tender Preparation**
- 3.1 The supplier submits the tender in one of the official languages in Bosnia and Herzegovina. Documents which are not in any of the official languages in B&H shall be translated into one of those languages by a certified court interpreter. Published literature, brochures, catalogues, manuals and similar are exempt, which can be in English language.
- 3.2 The supplier shall bear all the costs in relation to the preparation and the submission of the tender. The Contracting Authority is not liable or responsible to cover the above mentioned expenses.
- 3.3 The tender shall be typed or written in indelible ink. All sheets must be tightly bound (as a hardcover – all sheets glued in a book or secured with a string which is protected at its knot by an embossed stamp, a sealing wax or an adhesive label). The supplier shall mark by name and list as a part of the tender in documentation contents all parts of the tender such as samples, catalogues, media for data storage and similar which cannot be bound. All pages of the tender must have numbers assigned in a way that ordinal numbers of the page or the sheet are visible. If the documentation consists of published literature, brochures or catalogues and similar, which in their original form are marked with page numbers, then, those parts of the tender need not to be additionally marked with numbers. If documents of guarantee are submitted, the same must not be glued or punched, but the same shall be put in an additional envelope with a note on its contents. All amendments must be readable and initialled by duly authorized persons.
- 3.4 The tender should be submitted to the following address: PC *Sarajevo International Airport* LLC Sarajevo, 36, Kurta Schorka; Protocol Department. The tender should be sealed in an opaque envelope with the following information written on it: name and address of the Contracting Authority, name and address of the supplier in the upper left corner of the envelope, reference number of the procurement, subject matter of the procurement: **Delivery of Original Spare Parts and Provision of Repair Services for the Equipment by the Manufacturer JOHN BEAN TEHOLOGIES LIMITED AEROTECH (for a period of three years), DO NOT OPEN.** The tender shall be submitted in one hardcopy original and one digital copy as a scan in PDF format. An entire scanned document must be in one PDF file. A digital copy can be submitted on CD or DVD. Way the medium is bound into the original tender is irrelevant and thus cannot be a reason for rejecting the tender.

**4. Deadline for Submission of Initial Tender**

- 4.1 A deadline for submission of the tender expires at 18.10.2021 at 12:00. The negotiations shall be held the same day at 12:30, at the address of the Contracting Authority, new Administration Building, conference room no. 764. Duly authorized representatives of the supplier, as well as other interested parties may attend the negotiations. Information revealed during the negotiations shall be submitted to the supplier in a form of Minutes of Tender Opening, immediately thereafter, but not later than 3 days.



The following information shall be revealed at the public tender opening: a name of the supplier, a total price quoted in the tender, a discount stated in the tender, formal and legal correctness of the tender in reference to qualifying documentation, afterwards, the negotiations shall start.

A representative of the supplier, who wants to take part officially in the negotiations, he/she must, before the Tender Opening, submit to the Committee a power of attorney for participation at the public opening on behalf of the legal entity, i.e. the supplier. Without the official power of attorney, the supplier can, as well as other interested parties, attend the public opening but without the right to sign the Minutes or take any legal actions on behalf of the supplier.

- 4.2 The supplier may modify or withdraw the tender, under the condition, that the tender modification or withdrawal is done before the deadline for submission of tenders. The Contracting Authority must be informed in writing on any tender modifications or withdrawal of the same before the expiration of the deadline for submission of the tender. Tender modification or withdrawal of the same must be carried out in accordance with the item 4.3. Furthermore, TENDER MODIFICATIONS or TENDER WITHDRAWAL should be written on the envelope which contains the supplier's statement.
- 4.3 The supplier may make a list of information which should be treated confidential, pursuant to Annex II. If the supplier fails to submit the form or submits an empty confidential information form, it shall be implied that none of the information are confidential and the supplier's tender shall not be declared as unacceptable on those grounds. If the supplier marks as confidential data which in accordance with Article 11 of the Law cannot be declared as such, the Contracting Authority shall not treat them as confidential, and the supplier's tender shall not be rejected.
- 4.4 The supplier has an option to declare his initial tender as the final one, what is noted in the Minutes of Tender Opening. If elements which differ from the initial tender are defined and agreed during the negotiations, then the supplier is under obligation to submit the final tender which shall reflect terms agreed upon during the negotiations.

## **5. Deadline for Submission of Final Tender**

If elements agreed upon at the negotiations differ from the initial tender, the supplier commits to submit the final tender to the Protocol Department of PC Sarajevo International Airport with a note: **Delivery of Original Spare Parts and Provision of Repair Services for Equipment by the Manufacturer JOHN BEAN TECHNOLOGIES LIMITED AEROTECH (for a period of three years), DO NOT OPEN**, latest within 7 (seven) days after the negotiations were completed. After determining whether the tender is in compliance with the agreed terms in a process of negotiations, it shall be approached to the conclusion of the contract.

- 5.1 The supplier must prepare and submit its final tender in accordance with the items 3.1, 3.2 and 3.3 of this Invitation to Tender.

## **6. Criterion for Awarding Contract**

A Contract shall be awarded to the supplier on the grounds of the lowest price criterion. It is possible to negotiate the price and all other elements offered in the initial tender. Suppliers can offer only one price in the final tender and the same cannot be modified. It is not possible to negotiate the price or any other elements offered in the final tender.



## 7. Notice on Contract Award

The supplier shall be informed about the Contracting Authority's decision on the outcome of the public procurement procedure, electronically, by fax, mail or directly, within 7 (seven) days from the day the decision was reached. The Contracting Authority shall send to the supplier the Decision on the selection of the most economically advantageous tender or a notice on annulment of the same, along with a notice on the public procurement procedure results and the Minutes of Tender Evaluation.

## 8. Contract Performance Guarantee

Not required.

## 9. Conclusion of Contract and Subcontracting

A Contract shall be concluded in accordance with the conditions set forth in the Tender Documentation, accepted Tender and the *Law of Obligations*.

Subcontracting is allowed, in accordance with Article 73 of the *Law on Public Procurement*.

If the supplier expresses his intentions to assign a part of the contract to third parties using subcontracting, then the Contracting Authority shall be under obligation to incorporate that provision in the public procurement contract as the basis for conclusion of a subcontract between the selected supplier and a subcontractor.

The tenderer to which the contract was awarded shall not subcontract any essential part of the contract without a previous written approval of the Contracting Authority. The Contracting Authority must be informed beforehand in writing on subcontractor's identity and on any elements that shall be subcontracted, before conclusion of the subcontract. The Contracting Authority may verify subcontractor's qualifications in accordance with Article 44 of the *Law on Public Procurement* of B&H and inform the supplier on its decision at the latest within 15 (fifteen) days after receiving the notice about the subcontractor. In case of rejection of the subcontractor, the Contracting Authority must specify objective reasons of rejection.

After and if the Contracting Authority approves subcontracting, the supplier that was awarded the contract must submit to the Contracting Authority, before the implementation of the subcontract, a subcontract concluded with the subcontractor, as the basis for direct payments to the subcontractor, and the same must include the following elements:

- goods, services or works to be delivered, provided or executed by the subcontractor;
- subject matter, quantity, value, place and deadline for delivery of goods, provision of services or execution of works;
- data on the subcontractor; as follows: name of the subcontractor, headquarters, unique identification number of the citizen/company, transaction account number and the bank where the account is registered.

Also, the supplier that the contract was awarded may inform in writing that the payment for the subcontractor shall be done indirectly, via its transaction account.

The supplier that the contract was awarded shall be fully liable for the implementation of the contract.



## 10. Information on Protection of Supplier's Rights

In case the Contracting Authority has violated any provision of the Law or Implementing Regulations during the public procurement procedure, the supplier has the right to file an appeal to the Contracting Authority in a mode and a deadline period as specified in Articles 99 and 101 of the Law.

Provisions of the *Law on Public Procurement of B&H* and *Implementing Regulations* shall directly apply for everything not anticipated by this negotiated procedure.

## 11. ANNEXES

The following annexes are an integral part of the Tender Documentation:

Annex I: Tender Submission Form - completed, signed and verified – submit it as an integral part of the tender.

Annex II: Confidential Information Form - completed, signed and verified – submit it as an integral part of the tender.

Annex III: Statement pursuant to Article 45 of the *Law on Public Procurement* – completed, signed, verified – submit it as an integral part of the tender.

Annex IV: Statement pursuant to Article 52 of the *Law on Public Procurement* – completed, signed, stamped – submit it as an integral part of the tender. The Statement must be verified by a competent authority.

Annex V: Draft Contract - completed, signed and verified – submit it as an integral part of the tender.

Annex VI: List of Equipment





**ANNEX I**

**TENDER SUBMISSION FORM**

Procurement number (procurement number provided by the Contracting Authority):  
.....

**CONTRACTING AUTHORITY**

PC Sarajevo International Airport LLC Sarajevo  
36, Kurta Schorka

**SUPPLIER**

Name of supplier: .....

ID number of supplier: .....

Address of supplier: .....

\*If a tender is submitted by a joint group of suppliers, then the same data shall be filled in for all members of the joint group of suppliers, the same as if the tender is submitted by only one supplier, and next to the name of the supplier that is the representative of the joint group of suppliers it is indicated that the same is the representative of the joint group of suppliers. A subcontractor is not considered as a member of the joint group of suppliers in reference to the public procurement procedure.

CONTACT PERSON: (for this specific tender)

<b>Full Name</b>	
<b>Address</b>	
<b>Phone number</b>	
<b>Fax</b>	
<b>e-mail</b>	

\*Add or delete fields for members of the joint group of suppliers, as required. Please note that a subcontractor is not considered as the member of the group of suppliers in reference to the public procurement procedure. If only one supplier submits the tender, name of the supplier is written in the field **'the main supplier'** and the remaining fields should be deleted.



## TENDERER'S COMPLIANCE STATEMENT

In a public procurement procedure for the procurement of goods: **Delivery of Original Spare Parts and Provision of Repair Services for the Equipment by the Manufacturer JOHN BEAN TEHOLOGIES LIMITED AEROTECH (for a period of three years)**, we hereby submit a tender and declare as follows:

1. In accordance with the content and requirements of the Tender Documentation no. .... (a procurement number as provided by the Contracting Authority), we hereby accept its provisions in its entirety, without any qualification and limitation.
2. This tender meets the requirements as specified in the Tender Documentation for the procurement of goods, in compliance with the requirements specified in the Tender Documentation, criteria and within a specified period of time, without any qualification and limitation.
3. If we get selected as the most economically advantageous supplier, we accept payments to be settled within 30 (thirty) days from the day of invoicing.

We provide warranty for a period of \_\_\_\_ months for a repair service, and for installed spare parts for a period of \_\_\_\_ months.

4. We grant a discount of [ \_\_\_\_ %] and the discount is in the amount of .....BAM;
5. Spare parts and consumables shall be charged in accordance with the valid Price List(s) with the above mentioned prospective additional discount.
6. We shall comply with all safety and security measures at the airport while performing the repair service.
7. We hereby declare that we have not offered a bribe or participated in any actions whatsoever that had corruption as its objective in the course of the procurement procedure concerned.
8. We adhere to undertake all measures in relation to environment protection and energy efficiency which shall be implemented when delivering goods, all in accordance with statutory regulations in force and other tender documentation.
9. This tender is valid for a period of 120 (one hundred and twenty days) from the day of Initial Tender Opening.
10. In accordance with the item 9 of this Tender Documentation – Subcontracting, we hereby declare as follows (circle what applies):
  - a) We plan to implement part of this contract by means of subcontracting;
  - b) We do not plan to use subcontracting for the implementation of this contract.

Note: If the tenderer fails to circle any of the previously mentioned statements, it shall be assumed it has no intentions for subcontracting.





**J.P. MEĐUNARODNI AERODROM "SARAJEVO" D.O.O.**

*Kurta Schorka 36, 71210 Sarajevo, Bosna i Hercegovina*

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RACUN: 3387302205238447, UniCredit banka d.d. Mostar, BiH

11. (Fill in only in case of affirmative answer in a previous item):

We plan to subcontract the following part/s of the contract: (Fill in – mandatory):

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We plan to conclude subcontracts with the following legal entities: (Fill in if possible):

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Full name of tenderer's authorized representative:

[.....]

Signature: [.....]

Place and Date: [.....]

Company' Stamp:

Enclosures:

[List of submitted documents and Annexes, document names included]

## CONFIDENTIAL INFORMATION FORM

Requirements of the Contracting Authority

A tenderer adheres to keep confidential any exchanged information, to use them only for a specific purpose of a specific job or a project and it shall not make them available partly or entirely, directly or indirectly to any unauthorized third parties.

The Contracting Authority retains all rights over its data, information or objects which were made or shall be made available in verbal, written or electronic form, notwithstanding whether these data and knowledge are classified as secret or confidential.

Confidentiality undertakings shall not apply to the following information:

- Those the Supplier was in a possession of (before a conclusion of this Contract);
- Those the Supplier obtained legally by a third party and which were exempted from confidentiality undertakings.
- Those the Supplier developed irrespective of confidential information after the Contract entered into force.

The supplier should restrict distribution and access to exchanged information to those people who need information to carry out planned activities and, in accordance with that, it can make available to subcontractors only copies of information, data and media for data storage, with a previous consent of the Contracting Authority's authorized signatory.

Upon a completion of works or a project, the supplier adheres to destroy any kind of information, either in written or electronic form, and media with information in its possession, unless those information and property are necessary for unsettled or future supporting activities within joint business partnership.

Requirements of the Supplier:

Confidential information	Page numbers in tender in reference to those information	Reasons for confidentiality of those information	Time period those information shall be confidential

Stamp and Signature

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**Note:**

Information stipulated in Article 11 of the Law cannot be treated as confidential.

**Statement pursuant to Article 45, paragraph (1), items from (a) to (d) of the Law on Public Procurement of B&H  
(Official Gazette of B&H, number 39/14)**

I, the undersigned \_\_\_\_\_ (Full name), with ID card number: \_\_\_\_\_ issued by \_\_\_\_\_, as a representative of a legal entity or a trade business or a related branch of industry, \_\_\_\_\_ (indicate full legal name of a legal entity, a trade business or a related branch of industry), ID number \_\_\_\_\_, with headquarters in \_\_\_\_\_ (City/Municipality), and an address at \_\_\_\_\_ (Street name and number), as a candidate/supplier in a public procurement procedure \_\_\_\_\_ (indicate a full name and a type of public procurement procedure), which is being implemented by *PC Sarajevo International Airport LLC* Sarajevo, for which a public procurement notice was published (if published), number: \_\_\_\_\_ in Official Gazette of B&H number: \_\_\_\_\_, all in accordance with Article 45, paragraphs (1) and (4) of the Law on Public Procurement, **under full criminal and material liability**

**DECLARE**

Candidate/supplier \_\_\_\_\_ in the aforementioned public procurement procedure, whom I represent, has not

- a) been convicted in a criminal proceeding by a final judgement for criminal acts of organized crime, corruption, fraud or money laundering in compliance with relevant regulations in force in B&H or the regulations of the country where registered;
- b) been bankrupt or is the subject of bankruptcy or liquidation proceedings;
- c) failed to settle liabilities in relation to the payments of pension and disability insurance, and health insurance in compliance with relevant regulations in force in B&H or the regulations of the country where registered;
- d) failed to settle liabilities in relation to the payments of direct and indirect taxes in compliance with relevant regulations in force in B&H or the regulations of the country where registered.

To that purpose, I am fully acquainted with the obligation of the client/supplier to submit documents as stipulated in Article 45 paragraph (2) items from a) to d) upon a request of the contracting authority in case of the contract award and in deadline determined by the contracting authority, pursuant to Article 72 paragraph (3) item (a).

Furthermore; I declare that I am fully aware that forgery of an official document, i.e. use of false official or business documents or a book of business, or records of the service or business activities as if accurate, is a criminal offence stipulated by the criminal codes of B&H, thus providing false data in the documents which prove personal ability pursuant to Article 45 of the Law on Public Procurement is an offence for which fines from BAM 1 000.00 to BAM 10 000.00 are set forth for the supplier (legal entity) and from BAM 200.00 and BAM 2 000.00 for the responsible person of the supplier.

In addition, I declare I am fully aware that the contracting authority, which carries out the above mentioned public procurement procedure pursuant to Article 45, paragraph (6) of the Law on Public Procurement Procedure of B&H, in case it has doubts about the accuracy of provided data in the statement, retains the right to verify the accuracy of provided data with competent authorities.

Statement by:

\_\_\_\_\_

Place and Date:

\_\_\_\_\_

Stamp and Signature of Competent Authority:

\_\_\_\_\_

L.S.

**Statement pursuant to Article 52 of the Law on Public Procurement of B&H (Official Gazette of B&H, number 39/14)**

I, the undersigned \_\_\_\_\_ (Full name), with ID card number: \_\_\_\_\_ issued by \_\_\_\_\_, as a representative of a legal entity or a trade business or a related branch of industry, \_\_\_\_\_ (indicate full legal name of a legal entity, a trade business or a related branch of industry), ID number \_\_\_\_\_, with headquarters in \_\_\_\_\_ (City/Municipality), and an address at \_\_\_\_\_ (Street name and number), as a candidate/supplier in a public procurement procedure \_\_\_\_\_ (indicate a full name and a type of public procurement procedure), which is being implemented by *PC Sarajevo International Airport LLC* Sarajevo, for which a public procurement notice was published (if published), number: \_\_\_\_\_ in Official Gazette of B&H number: \_\_\_\_\_, all in accordance with Article 52, paragraph 2 of the Law on Public Procurement, **under full criminal and material liability**

**DECLARE**

1. I have not offered a bribe to any person included in the public procurement procedure, in any phase of the public procurement whatsoever.
2. I have not given, or promised to give a gift or provide any other benefit to an official or a responsible person in the Contracting Authority, including a foreign public official or an international official, as a goal to perform, within their official powers, acts which should not be done, or to withhold from performing acts which he/she should perform or somebody who acts as an intermediary in the bribing of an official or a responsible person.
3. I have not given, or promised to give a gift or provide any other benefit to an official or a responsible person in the Contracting Authority, including a foreign public official or an international official, as a goal to perform, within their official powers, acts which should be done, or to withhold from performing those acts, which should not be performed.
4. I have not been involved in any actions whatsoever which had a corruption as a goal in public procurement procedures.
5. I have not participated in any actions whatsoever which had a corruption as a goal in the course of the public procurement procedure concerned.

By providing this statement, I am fully aware of the penalty for liability stipulated for criminal offences of providing and receiving bribe and of criminal offences against official and other responsibilities and duties which are stipulated by Criminal Codes of Bosnia and Herzegovina.

Statement by:

\_\_\_\_\_

Place and Date

\_\_\_\_\_

Signature and Stamp of Competent Authority:

\_\_\_\_\_

L.S

**J.P. Međunarodni aerodrom "SARAJEVO" d.o.o. Sarajevo**, sa sjedištem u Sarajevu, ul. Kurta Schorka br. 36, 71210 Ilidža-Sarajevo, registrovano kod Općinskog suda u Sarajevu, sa matičnim registarskim brojem subjekta upisa: 65-01-0419-11, Identifikacioni broj obveznika direktnih poreza kod Kantonalnog poreskog ureda Sarajevo - ID: 4200068970001, Bankovni račun kod UniCredit Bank d.d. Mostar, broj: 10000273131, IBAN: BA 39 3387 3048 0524 0512, SWIFT CODE: UNCRBA 22, koga zastupaju Alan Bajić, direktor i Samra Pehilj, izvršni direktor (**u daljem tekstu: Naručilac**)

**P.C. SARAJEVO INTERNATIONAL AIRPORT Ltd. Sarajevo**, Kurta Schorka 36 Str., 71210 Sarajevo, Registration No.: 65-01-0419-11 at Municipal Court in Sarajevo, Identification number of the direct tax payer at Sarajevo Cantonal Tax Office – ID: 4200068970001, Bank account at UniCredit Bank d.d. Mostar, No.: 10000273131, IBAN: BA 39 3387 3048 0524 0512, SWIFT CODE: UNCRBA 22, represented by Alan Bajić, General Manager, and Samra Pehilj, executive manager (**hereinafter referred to as: Buyer**)

i

and

**FSM-MASCHINENHANDEL GmbH**, Percostrasse 22, A-1220 Beč, Austrija, ID broj: UST – ID: ATU62438678, Registrovano kod suda u Beču, broj: FN 324379 d, Bankovni račun kod: Bank Austria Creditanstalt Konto: 00634 460 000, IBAN: 1100 0006 3446 0000, koga zastupa Christian Stangl, direktor (**u daljem tekstu: Isporučilac**)

**FSM-MASCHINENHANDEL GmbH**, Percostrasse 22, A-1220 Vienna, Austria, ID No.: UST – ID: ATU62438678 registered at a court in Vienna under No.: FN 324379 d, bank account at: Bank Austria Creditanstalt No.: 00634 460 000, IBAN: 1100 0006 3446 0000, represented by Christian Stangl, Director (**hereinafter referred to as: Supplier**)

zaključili su u Sarajevu

concluded in Sarajevo

## UGOVOR

### Član 1. (Predmet Ugovora)

Predmet ovog Ugovora je regulisanje prava i obaveza ugovornih strana u vezi sa nabavkom robe - originalnih rezervnih dijelova, te vršenjem usluge interventnog servisa za opremu proizvođača "John Bean Technologies Limited Aerotech" (odleživači i push-backovi), u skladu sa ponudom Isporučioca broj: \_\_\_\_\_ od \_\_\_\_\_, zavedenom na protokol Naručioca dana \_\_\_\_\_, pod brojem: \_\_\_\_\_, koja je sastavni dio ovog Ugovora.

### Član 2. (Cijena robe i usluga)

Ugovorne strane su saglasne da će cijena originalnih rezervnih dijelova za opremu navedenu u članu 1. ovog Ugovora biti u skladu sa važećim Cjenovnikom Isporučioca na dan isporuke rezervnih

## AGREEMENT

### Article 1 (Subject of the Agreement)

Subject of this Agreement is a regulation of contracting parties' mutual rights and obligations related to delivery of goods: Original spare parts, as well as provision of repair service for the equipment produced by "John Bean Technologies Limited Aerotech" (de-icer and push backs) in accordance with Supplier's tender, No.: \_\_\_\_\_ of \_\_\_\_\_, registered at Buyer's Protocol on \_\_\_\_\_, under the number: \_\_\_\_\_, which is a constituent part of this Agreement.

### Article 2 (Price of goods and services)

Contracting parties agreed on the price of the goods and original spare parts and mentioned in Art. 1 of this Agreement to be in accordance with the

dijelova, na paritetu DAP Međunarodni aerodrom Sarajevo – INCOTERMS 2020.

Cijena rada servisera Isporučioca, i to:

- mehaničara iznosi \_\_\_\_\_ EUR / sat;
- autoelektričara iznosi \_\_\_\_\_ EUR / sat;
- električara iznosi \_\_\_\_\_ EUR / sat;

Cijena rada servisera iz stava 2. ovog člana je bez uračunatih troškova prevoza i smještaja servisera, koji se obračunavaju prema stvarnim troškovima, uz predložene odgovarajućih dokaza, i koji padaju na teret Naručioca.

Ukupna vrijednost rezervnih dijelova i usluge servisa, za period od tri godine ne može preći iznos od 90.000,00 BAM (slovima: devedesethiljada BAM).

### Član 3.

#### (Plaćanje roba i usluga)

Naručilac se obavezuje da će plaćanje isporučenih rezervnih dijelova, odnosno izvršenih usluga servisa, vršiti uplatom na bankovni račun Isporučioca po svakoj izvršenoj isporuci i/ili izvršenoj usluzi pojedinačno, u roku od 30 (trideset) dana po ispostavljanju fakture.

### Član 4.

#### (Rok isporuke)

Isporučilac se obavezuje isporučiti rezervne dijelove u roku od \_\_\_\_\_ (\_\_\_\_\_) dana od dana ispostavljanja narudžbenice.

U slučaju da Isporučilac ne izvrši svoje obaveze utvrđene ovim Ugovorom, Naručilac zadržava pravo na raskid Ugovora.

Naručilac u svakom slučaju ima pravo na naknadu štete nastale zbog neizvršenja ugovornih obaveza.

### Član 5.

#### (Interventni servis)

Isporučilac se obavezuje odazvati na poziv za interventni servis, u roku od \_\_\_\_\_ (\_\_\_\_\_) sati, od trenutka prijema poziva.

U slučaju da se potreba za izvršenjem usluge ukaže nedjeljom ili državnim praznikom, Naručilac se obavezuje odazvati na poziv za interventni servis najkasnije u roku od \_\_\_\_\_ (\_\_\_\_\_) sata od trenutka prijema poziva.

### Član 6.

#### (Zapisnik o obavljenom servisu)

Nakon obavljenog servisa sačinjava se i dostavlja

Supplier's Price-list being in force on a day of delivery of goods and/or the spare parts, on parity DAP Sarajevo International Airport – INCOTERMS 2020.

The price of repairmen's labour shall be as follows:

- mechanic \_\_\_\_\_ EUR per hour,
- motor electrician \_\_\_\_\_ EUR per hour,
- electrician \_\_\_\_\_ EUR per hour.

Price of repairman's labour from paragraph 2 of this Article does not include transportation and accommodation cost that are calculated on the basis of actual cost, supported by relevant evidence and are borne by the Buyer.

Value of spare parts and maintenance and repair services for three-year-long period cannot exceed the amount of 90.000,00 BAM (in written: ninety thousand BAM).

### Article 3

#### (Payment of goods and services)

Buyer is obliged to make payment of delivered spare parts and/or provided repair services on Supplier's bank account upon each delivery of spare parts or provision of repair service, in 30 (thirty) days upon issued invoice.

### Article 4

#### (Delivery deadline)

Supplier is obliged to deliver spare parts in \_\_\_\_\_ (\_\_\_\_\_) days upon issued order form.

In case the Supplier does not fulfil his contractual obligations, Buyer reserves the right to terminate the Agreement.

Buyer in any case has the right to compensation of damage caused by failure to fulfil contractual obligations.

### Article 5

#### (Repair service)

Supplier is obliged to respond to a call for repair service in \_\_\_\_\_ (\_\_\_\_\_) hours, from receiving the call.

In case the repair service is to be rendered on Sundays or a national holiday, Supplier shall respond to a call in \_\_\_\_\_ (\_\_\_\_\_) hours from being called.

### Article 6

#### (Minutes on provided repair service)

Upon provided repair service a relevant report



Izvjestaj o obavljenom servisu, prethodno potpisan od strane servisera Isporučioca i predstavnika Naručioca.

**Član 7.**  
**(Garancija na servis)**

Isporučilac na pruženu uslugu servisa daje garanciju u trajanju od \_\_\_\_ (\_\_\_\_\_) mjeseci, ali ne kraće od 12 mjeseci, počev od dana izvršene usluge, što će se zapisnikom konstatovati.

Ukoliko Naručilac nakon izvršene usluge servisa robe iz člana 1. ovog Ugovora, a za vrijeme garantnog perioda ustanovi nedostatke u kvalitetu izvršene usluge koji nisu mogli biti primijećeni prilikom pružanja usluge, dužan je o tome bez odgađanja obavijestiti Isporučioca pisanim putem.

Isporučilac se obavezuje da će u roku od \_\_\_\_ (\_\_\_\_\_) dana od dana prijema obavještenja o svom trošku izvršiti interventni servis u garantnom roku, odnosno od dana kada su ugovorne strane zapisnički konstatovali nedostatak u pružanju usluge.

**Član 8.**  
**(Garancija na robu i rezervne dijelove)**

Isporučilac se obavezuje da će isporučivati samo originalne rezervne dijelove za navedenu opremu.

Isporučilac na isporučene rezervne dijelove iz člana 1. ovog Ugovora daje garanciju u trajanju od \_\_\_\_ (\_\_\_\_\_) mjeseci, ali ne kraće od 12 mjeseci, a koja počinje teći od dana isporuke robe i/ili ugradnje rezervnih dijelova, što će se zapisnički konstatovati.

**Član 9.**  
**(Pribavljanje dozvola za kretanje i zadržavanje)**

Isporučilac se obavezuje poduzeti aktivnosti na pribavljanju dozvola za nesmetan pristup svojim angažiranim zaposlenicima, najkasnije 1 (jedan) dan prije pružanja usluge interventnog servisa, 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).

**Član 10.**  
**(Sigurnosne mjere)**

Za vrijeme vršenja usluge Isporučilac je obavezan poštovati postojeće procedure i mjere sigurnosti Naručioca.

shall be prepared and delivered after being signed by representatives of Supplier's repairman and Buyer.

**Article 7**  
**(Warranty on repair service)**

For rendered repair service the Supplier gives a guarantee for \_\_\_\_ (\_\_\_\_\_) months, starting from the day of a provision of service, and not shorter than 12 months, what will be stated in the Minutes.

If the Buyer, after the repair service of the goods from Article 1 of this Agreement was provided and during the warranty period, finds out certain defects regarding quality of rendered service that could not have been noticed during provision of the repair service, he shall immediately inform Supplier in a written form.

In \_\_\_\_ (\_\_\_\_\_) days from being informed, Supplier shall at his own cost provide a repair service within the warranty period, i.e. from the day when contractual parties found out a defect and recorded it in the Minutes.

**Article 8**  
**(Warranty on goods and spare parts)**

Supplier is obliged to deliver exclusively original spare parts for the mentioned equipment.

For delivered spare parts from Article 1 of this Agreement the Supplier gives a guarantee for the period of \_\_\_\_ (\_\_\_\_\_) months and not shorter than 12 months that commences from the day of goods delivery and/or installing the spare parts, what will be stated in the Minutes.

**Article 9**  
**(Obtaining permits for movement and stay)**

Supplier shall start activities related to obtaining of permits for undisturbed access of its staff not later than 1 (one) day before provision of repair service, 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, 77/13 and 85/17) and the Rule book on permits for movement and stay of vehicles at international airports ("Official Gazette BiH", number: 13/17).

**Article 10**  
**(Security measures)**

While providing a service, Supplier is obliged to obey the Buyer's existing security measures and procedures.

Za svu eventualnu štetu tokom vršenja ugovorenih usluga, Isporučilac je, u skladu sa odredbama Zakona o obligacionim odnosima, odgovoran kako Naručiocu, tako i trećim fizičkim i pravnim licima.

#### **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 u Federaciji Bosne i Hercegovine.

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

#### **Član 12.**

##### **(Period zaključenja Ugovora)**

Ugovor se zaključuje na period od tri godine, počev od dana zaključenja.

#### **Član 13.**

##### **(Prestanak Ugovora)**

Ovaj Ugovor može prestati i prije isteka ugovorenog perioda važenja, sporazumom Ugovornih strana i bez otkaznog roka.

Ugovorne strane mogu jednostrano raskinuti ugovorni odnos otkazom bez posebnog razloga.

Otkaz mora biti dostavljen drugoj Ugovornoj strani pismenim putem najmanje 30 (trideset) dana prije datuma raskida Ugovora.

#### **Član 14.**

##### **(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.

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

According to the Law on obligations, Supplier shall be responsible for any possible damage caused either to the Buyer or third physical and legal entities.

#### **Article 11**

##### **(Law on obligations and court jurisdiction)**

Provisions of the Law on obligations FB&H will apply to any issue not being defined by this Agreement.

Contracting parties will try to solve a possible misunderstanding in an amicable way and if they fail to reach a solution, the dispute will be resolved at a competent court in Sarajevo.

#### **Article 12**

##### **(Validity period of the Agreement)**

This Agreement is concluded to 3-year-long period, starting on day of its conclusion.

#### **Article 13**

##### **(Termination of the Agreement)**

The Contracting Parties may terminate this Agreement before the date of its expiry, at any time by mutual consent without a notice period.

The Contracting Parties may unilaterally terminate this Agreement, without specific reason.

The termination must be delivered in writing to other Contractual Party at least 30 (thirty) days before termination of the Agreement.

#### **Article 14**

##### **(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 be considered concluded the day of its signing by the authorized representatives of party which subsequently signed the Agreement.

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

**ZA NARUČIOCA**  
**(On behalf of Buyer)**

**Alan Bajić**, direktor/Gen. Manager

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**Samra Pehilj**, izvršni direktor/Exec. Manager

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Broj Ugovora /Ref.No/: \_\_\_\_\_

Datum/Date/: \_\_\_\_\_

**ON BEHALF OF SUPPLIER**  
**(Za Isporučioca)**

**Christian Stangl**, Director

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Broj Ugovora /Ref.No/: \_\_\_\_\_

Datum/Date/: \_\_\_\_\_

## LIST OF EQUIPMENT

## TECHNICAL DATA:

Equipment Data:

1. Aircraft towing/pushing tractor B350,  
Model B 350  
Serial number: B35PK98047
2. Aircraft towing/pushing tractor B500,  
Model B 500  
Serial number: B50CT98012
3. Aircraft deicer,  
Model LMD – 2000  
Serial number: LM16400V9DPM0 September 98 025
4. Aircraft deicer,  
Model LMD – 2000  
Serial number: LM16400V9DPM0 Nov 02 028
5. Aircraft deicer,  
Model TEMPEST 2  
Serial number: TP07083
6. Aircraft deicer,  
Model TEMPEST 2  
Serial Number: TP07084
7. Aircraft deicer,  
Model TEMPEST  
Serial number: TP16083
8. Aircraft deicer, Model TEMPEST  
Serial number: TP16084