

Procurement of software licence for conversion and transcoding Cinegy Convert Pro

NEGOTIATED PROCEDURE
without publication of a Procurement Notice

Procurement No.: 113/2023
Notice No.: 113-4-1-101-3-xx/23

Sarajevo, november 2023

Invitation to participate in the negotiated procedure without publication of a procurement notice

Date: November 30th, 2023
Procurement No.: 113/2023
Procurement Notice No.: 113-4-1-101-3-xxx/23
Name of contracting authority: Radio and Television of Bosnia and Herzegovina
Address: Bulevar Meše Selimovića 12, 71000 Sarajevo
ID No.: 4200351290009
Tel.: 033 408 056
Fax: 033 408 057
E-mail: ergin.osmic@bhrt.ba
Web page: www.bhrt.ba

We invite you to participate in the negotiation process without publication of a procurement notice. The public procurement procedure will be carried out in compliance with the Law of Public Procurement of Bosnia and Herzegovina ("**Official Gazette of BiH**", 39/14), bylaws adopted in accordance with the Law and this tender documentation.

All information pertaining to this procedure can be acquired from the following persons authorized to communicate with bidders on behalf of the contracting authority:

▪ **Osmić Ergin** Mob. 061 484 770 E-mail: ergin.osmic@bhrt.ba

For any technical information, please contact

▪ **Amir Ibragić** Mob. 061 386 646 E-mail: amir.ibragic@bhrt.ba

In accordance with Article 52 of the Law on Public Procurement of Bosnia and Herzegovina, there are no business entities that cannot participate in this public procurement procedure.

1. GENERAL INFORMATION ON THE PUBLIC PROCUREMENT PROCEDURE

1.1 Planned procurement envisaged by the Public Procurement Plan of the contracting authority Radio and Television of Bosnia and Herzegovina for 2023 under number **I.128.** and approved by a special Decision on initiating the procedure number **100-00-2112/23** from **20 October 2023.**

1.2 Type of Contract: **goods, software licence**

1.3 Estimated value of procurement (without Tax): **15.000,00 KM**

1.4 Alternative offers are not allowed.

2. INFORMATION ON THE SUBJECT OF PUBLIC PROCUREMENT

2.1 The subject of the public procurement is *Procurement of Software License for conversion and transcoding for Cinegy Convert Pro Server for the needs of RTV Production of the Radio and Television of Bosnia and Herzegovina, the contracting authority.*

Main CPV code:	48000000-8	Software package and information systems
Additional CPV code:	48780000-9	System, storage and content management software package

- 2.2** The Contracting Authority shall conclude a contract with the selected tenderer under this public procurement procedure for a term of 1 (one) year starting from the date of mutual signature of the contract.
- 2.3** The Contracting Authority shall hold an e-auction in this procurement procedure, followed by the selection of the most successful tenderer. Only tenders that are acceptable will be submitted into the e-auction system. The e-auction procedure will not be carried out if there is just one acceptable tender.
- 2.4** Service provision location:
Radio and television of Bosnia and Herzegovina
Bulevar Meše Selimovića 12
71000 Sarajevo
- 2.5** Based on the Contracting Authority's purchase order, the supplies shall be delivered in their entirety **within 15 (fifteen) working days of the Contracting Authority's order being issued and a 50% advance payment being made.** If the tenderer does not specifically state the delivery deadline, it will be assumed that the tenderer has accepted the Contracting Authority's specified request.
- 2.6** The Contracting Authority shall make payment in EUR as follows: a 50% advance payment to the tenderer's giro account upon receipt of the correct pro-forma invoice by the supplier, with the remaining 50% of delivery upon receipt of the correct invoice by the supplier, which means upon receipt of the USB Dongle key to the premises of the contracting authority.
- 2.7** The bidder is obligatory to submit of completed **Offer form** in accordance with **Annex 2** of the tender documents, as well as the preliminary offer in accordance with **Tender Pricelist Form** in **Annex 3** of the tender documents.

3. TENDERER QUALIFICATION REQUIREMENTS

3.1 PERSONAL ABILITY

- 3.1.1** In accordance with Article 45 of the Law, the tender will be rejected if the tenderer:
- has been convicted by a final court judgment in a criminal proceeding of organised crime, corruption, fraud or money laundering in accordance with the applicable regulations in Bosnia and Herzegovina or the country of registration;
 - is bankrupt or subject to bankruptcy proceedings, unless there is a valid decision confirming the bankruptcy plan, or is subject to liquidation proceedings, or is in the process of suspension of business activities, in accordance with the applicable regulations in Bosnia and Herzegovina or the country of registration;
 - has failed to fulfil obligations relating to the payment of pension and disability insurance and health insurance in accordance with applicable regulations of Bosnia and Herzegovina or the country of registration;

- d) has failed to fulfil obligations relating to the payment of direct and indirect taxes in accordance with applicable regulations in Bosnia and Herzegovina or the country of registration;
- e) was guilty of serious professional misconduct committed within three years before the start of the procedure, which the Contracting Authority can prove in any way, particularly significant deficiencies and/or deficiencies that are repeated in the execution of the contract's essential requirements that have led to its premature termination, or damage, or other similar consequences of a certain severity as a result of intent or negligence of the economic operator.

3.1.2 In order to fulfil the requirements from the previous point, tenderers must submit a **statement certified by the competent authority (administrative body or notary)** that the instances defined in **point 3.1.1** from a) to d) of the tender documents do not apply. The statement is submitted in the form specified in **Annex 5** of the tender documents and cannot be older than 20 (twenty) days from the tender submission date.

3.1.3 The tenderer who is awarded the contract is required to submit the following documents to confirm the credibility of the given statement from **point 3.1.2**:

- a) A certificate issued by the competent court confirming that the tenderer has not been convicted in the criminal proceedings by a final judgment for criminal offenses of organized crime, corruption, fraud or money laundering;
If a natural person submits a tender as an entrepreneur, they must include a certificate in the name of the owner – entrepreneur;
- b) A certificate issued by the competent court or administrative body with which the tenderer is registered, confirming that the tenderer is not bankrupt or subject to bankruptcy proceedings, subject to liquidation proceedings, and that it is not in the process of suspension of business activity;
If a natural person submits a tender as an entrepreneur, they are only required to submit a certificate from the competent administrative body stating that they are not in the process of suspension of business activity;
- c) A certificate issued by the competent institutions confirming that the tenderer has settled the due obligations pertaining to pension and disability insurance and health insurance;
- d) A certificate issued by the competent institutions confirming that the tenderer has settled the due obligations pertaining to direct and indirect taxes.

As proof of fulfilment of the requirements from **points c) and d)**, the Contracting Authority also accepts the tenderer's agreement with the competent tax institutions on rescheduling of obligations or deferred payment, along with the submission of a certificate from the tax authorities confirming that the tenderer duly settles its rescheduled obligations as per scheduled timetable.

3.1.4 The documents or certificates stated in **point 3.1.3** must not be older than 3 months, counting from the date of tender submission, and **must be submitted by the selected tenderer within 5 days of receiving the contract award decision**. The selected tenderer must fulfil all requirements at the time of tender submission; otherwise, the tenderer will be considered to have made a false statement under Article 45 of the Law. The required evidence must be provided as originals or certified copies. Tenderers based outside of Bosnia and Herzegovina are not required to obtain special document certification. If the Contracting Authority has any doubts about the existence of the circumstances defined in **point 3.1.1** of the tender documents, it will contact the competent authorities to verify the submitted documentation and the provided Statement from **point 3.1.2** of the tender documents.

3.2 ABILITY TO PERFORM PROFESSIONAL ACTIVITIES

- 3.2.1** Regarding the ability to perform professional activities, tenderers must be registered for performing activities that are the subject of public procurement.
- 3.2.2** To demonstrate professional ability, tenderers must submit proof of registration from the relevant professional or other register in the country of registration, or provide a special statement or certificate from the competent authority proving their right to perform professional activity related to the subject of procurement. Evidence submitted shall be recognised regardless of the level of authority that issued them.

3.3 CONFLICT OF INTEREST

- 3.3.1** In compliance with the Article 52 of the Law and other current regulations in BiH, the Contracting Authority shall reject a tender if the tenderer has given or is prepared to give a current or former employee of the Contracting Authority gift in the form of cash or in any non-cash form whatsoever, with the aim to exert influence on an action, decision or the course of public procurement procedure. The Contracting Authority shall inform the tenderer and the Public Procurement Agency in writing on the rejection of such a tender and on the reasons for rejecting it, and will make a note about it in the report on the procurement procedure.
- 3.3.2** A tenderer shall be under obligation to submit attached to the tender a separate written statement saying that it did not offer bribe or participate in any action that had corruption as its objective in the course of the subject public procurement procedure. The statement is **Annex 6** to the tender documents.

4. LANGUAGE RELATED REQUIREMENTS

The tender, any tender-related documents and the correspondence between the tenderer and the Contracting Authority shall be written in one of the official languages in Bosnia and Herzegovina in Latin or Cyrillic alphabet, as well as in English language. Printed publications, brochures, catalogues, and the like submitted by the tenderer may be submitted without translation.

5. PREPARATION OF THE TENDER

- 5.1** The tenderers shall bear all costs associated with the preparation and submission of their tenders. The Contracting Authority shall not bear any costs incurred by the tenderer in the public procurement procedure.
- 5.2** The tender must be written in permanent ink and produced in such a way that it constitutes a whole. Corrections to the tender shall be done in such a way that they are visible and signed by the tenderer, with the date of the correction included.

All tender pages shall be tightly bound to prevent subsequent removal or insertion of sheets, except for guarantee documents. Parts of the tender that cannot be bound, such as samples, catalogues, data storage media, and so on, shall be marked by the tenderer with the name and listed in the content of the tender as an integral part thereof. In accordance with Article 8, paragraphs (6) and (7) of Guidelines on the Method of Preparation of the Model of Tender documents and Tenders, all pages of the tender

shall be numbered in a way to make the sheet or page number clearly visible. If it contains printed literature, brochures, catalogues that have originally numbered pages, then these parts of the tender are not numbered further.

- 5.3 The tender shall be submitted in one original and one copy, with the wording “**ORIGINAL OF THE TENDER**” and “**COPY OF THE TENDER**” legibly inscribed on each. A copy of the tender shall include all documents that are also included in the original. In the event of a discrepancy between the original and a copy of the tender, the original shall be considered authentic. A copy of the tender can be submitted on data storage media as well (CD, USB, etc.). A copy of the tender shall be submitted in the same envelope as the original, or in two separate envelopes packed in a single envelope or package.

The envelope or package containing the tender shall be delivered to the address of the Contracting Authority:

Radio and Television of Bosnia and Herzegovina
Bulevar Meše Selimovića 12
71000 Sarajevo

The tender envelope shall be marked with the following:

- name and address of the Contracting Authority,
- name and address of the tenderer in the upper left corner of the envelope,
- procurement reference number
- name of the subject of procurement,
- label “Do not Open”.

- 5.4 The tenderers may amend their tenders only before the expiry of the tender submission deadline. Amendments to the tender shall be submitted in the same manner as the original tender, with the obligatory indication that it is an **AMENDMENT** to the tender. The tenderer may withdraw their tender within the deadline by submitting a written statement to the Contracting Authority. The written statement is submitted in the same manner as the tender, with an indication that it is a withdrawal of the tender. In that case, the tender shall be returned to the tenderer unopened.

- 5.5 Tenderers may create a list of information that should be treated as confidential (as specified in **Annex 4** of these tender documents).

If a tenderer fails to submit the form or provides an incomplete **Confidential Information Form**, it signifies there is no confidential information and their tender shall not be considered unacceptable on that basis. If the tenderer marks as confidential information that, according to the Article 11 of the Law, may not be proclaimed confidential information, they shall not be treated as confidential by the Contracting Authority, and the tenderer’s tender shall not be rejected.

6. BID SUBMISSION DEADLINE

The bid submission deadline is **Tuesday, 12 December 2023 at 12:00 p.m.**

Negotiations with the interested suppliers will be held on the same day starting at **12:15hrs in the building of Radio and Television of Bosnia and Herzegovina, Bulevar Meše Selimovića 12, Sarajevo**. In the event of its inability to attend the negotiations, the Bidder shall inform the Contracting Authority thereof, in which case the Contracting Authority shall consider the submitted preliminary bid as the final bid.

The persons representing the supplier must provide evidence confirming that they hold the required authorisation to act in that capacity (i.e. a master copy or a certified photocopy of the authorisation).

7. CONTRACT AWARD CRITERIA

In accordance with Article 64 of the Law, the contract award criterion is **the lowest price of a technically responsive tender**.

The contract is awarded to the tenderer who offered the lowest total price of a technically responsive tender.

8. DECISION ON THE OUTCOME OF THE PUBLIC PROCUREMENT PROCEDURE

All tenderers will be notified of the Contracting Authority's decision on the outcome of the public procurement procedure within 7 (seven) days of the decision date, via electronic means, fax, mail, or directly. Along with notifying the tenderers of the procedure's outcome, the Contracting Authority will deliver to tenderers a decision on the selection of the most successful tender or the cancellation of the procedure, as well as the tender evaluation minutes.

9. CONTRACT CONCLUSION

9.1 The Contracting Authority shall deliver the contract proposal to the selected tenderer after the expiry of the time limit of 15 (fifteen) days, counting from the date when all tenderers have been informed on the selection of the most successful tender.

9.2 The **Draft Contract's** basic elements are included in **Annex 2** and **Annex 3**, and the Draft Contract is included in **Annex 7** of these tender documents. Tenderers must submit their tender together with the **Draft Contract** that includes information from the tender, and **initial all pages of the Draft Contract**.

10. PROTECTION OF TENDERERS' RIGHTS

Any tenderer who has a justified interest in the public procurement contract and believes that the Contracting Authority violated the Law and/or by-laws during the public procurement procedure, has the right to file an appeal within the time limit specified in Article 101 of the Law.

The appeal shall be submitted to the Contracting Authority in at least three copies in writing, either directly or by registered mail, within the deadlines specified in Article 101 of the Law.

An appeal can also be sent electronically to ergin.osmic@bhrt.ba or by fax to 033/408-057, which is available 24 hours a day. An e-mail or fax appeal is considered filed when it is logged on the device for receiving such messages, and the appellant shall be notified electronically without delay of the confirmation of receipt of the appeal.

11. ANNEXES

- Annex 1** ▪ Public Procurement Notice (attached)
- Annex 2** ▪ Tender Submission Form
- Annex 3** ▪ Tender Pricelist Form
- Annex 4** ▪ Confidential Information Form
- Annex 5** ▪ Statement on Fulfilment of Conditions Referred to in Article 45 of the Law
- Annex 6** ▪ Statement on Conflict of Interest from Article 52 of the Law
- Annex 7** ▪ Draft Contract

On behalf of BHRT:


Belmin Karamehmedović
General director of BHRT



TENDER SUBMISSION FORM

Procurement number: 113/2023
Notice number on the
e-Procurement Portal: 113-4-1-101-3-xx/23
Tender number: _____
Date: _____

CONTRACTING AUTHORITY

Name of the Contracting Authority	
Address	
Seat	

TENDERER

Tenderer's name and seat (authorised representative of the group of tenderers)	
Name, address and UIN for each member of the group of tenderers (if there is a group of tenderers)	
Address	
UIN	
Transaction account	
Is the tenderer a VAT payer?	
Mail delivery address	
E-mail	
Contact person	
Phone number	
Fax number	

TENDERER'S STATEMENT

In the public procurement procedure you have initiated with Notice no. _____ on the e-Procurement Portal on _____, we hereby submit our tender and declare the following:

1. TENDER PRICE

Total tender price:

Total tender price excluding VAT is BAM _____ or in letters _____

Discount in the amount of __%, so that the price with discount and excluding VAT is BAM _____ or in letters _____

VAT (17%): BAM _____ or in letters _____

Total price with VAT is BAM _____ or in letters _____.

2. SUBCONTRACTING (if the tenderer intends to subcontract)

Subcontractor's name and seat: _____ and/or part of the contract to be subcontracted: _____

3. We hereby accept all requirements defined in these tender documents without any reservations or limitations. Enclosed you will find the Tender Pricelist Form completed in accordance with the requirements of the tender documents. In the event of a discrepancy between the prices in this statement and the Tender Pricelist Form, the price specified in the Tender Pricelist Form shall prevail.
4. Our tender shall be valid for _____ days (in numbers and letters) counting from the expiration of the tender submission deadline, that is, until _____.
5. Should our tender be selected as the most successful, we agree to submit evidence of compliance with the qualification requirements for which we have attached statements, in accordance with the requirements outlined in these tender documents.

L.S.

AUTHORISED PERSON OF THE TENDERER

(Name and surname)

(Signature)

TENDER PRICELIST FORM

NAME OF THE TENDERER: _____

Quote number: _____

Date: _____

No.	Software product/license name	Qty	Unit price (without VAT)	Total price (witout VAT)
1	2	3	4	5
1.	Cinegy Convert Pro license for integration with the Cinegy Archive MAM system	1		
	<p><i>Cinegy Convert PRO server license with 8 Convert Agents that meets the following requirements:</i></p> <ul style="list-style-type: none"> <i>a. An enterprise level of media file processing in a server-based environment with transcoding and batch-processing input services</i> <i>b. Full integration into the Cinegy Archive environment</i> <i>c. Support for all standard broadcast media file formats</i> <i>d. Support for processing and exporting various media files in SD, HD and UHD formats</i> <i>e. Support for automatic load-balancing and task distribution</i> <i>f. Support for automatic up/downscale</i> <i>g. Support for multiple target formats</i> <i>h. Support for hardware GPU accelerated encoding</i> <i>i. Support for at least the following TV formats:</i> <ul style="list-style-type: none"> <i>▪ UHD 25/50 fps</i> <i>▪ HD 1080i, 720p, 25/50 fps</i> <i>▪ SD PAL</i> <i>j. Support for at least the following codecs and file formats:</i> <ul style="list-style-type: none"> <i>▪ Cinegy DANIEL 2</i> <i>▪ DV and DVCPRO</i> <i>▪ HDV</i> <i>▪ IMX</i> <i>▪ DVCPRO HD</i> <i>▪ XDCAM</i> <i>▪ XDCAM EX</i> <i>▪ XDCAM HD 422</i> <i>▪ AVID DNxHD</i> <i>▪ Apple ProREs 422</i> <i>▪ MPEG-2 Long-GOP (up to 1080i 4:2:2)</i> <i>▪ AVC-Intra</i> <i>▪ XAVC</i> <i>▪ H.264 i H.265</i> <i>▪ MXF OP1a</i> <i>▪ MXF AS-03/AS-11/UK-DPP</i> 			

	<ul style="list-style-type: none"> ▪ Windows AVI ▪ QuickTime MOV ▪ Windows Media ▪ JPEG, PNG i BMP images <p>k. It is required that the delivered software license of Cinegy Convert Pro includes a one-year support from the software manufacturer Cinegy GmbH (the so-called Annual Business SLA).</p>			
2.	Cinegy Convert Archive Plugin license	1		
	<p>1. Plugin for direct integration of Cinegy Convert PRO license with Cinegy Archive MAM system</p> <p>2. It is required that the delivered software plugin license Cinegy Convert Archive Plugin includes a one-year support from the software manufacturer Cinegy GmbH (the so-called Annual Business SLA)</p>			
3.	Cinegy USB Dongle	1		
	Delivery of factory Cinegy hardware USB dongle key for the purpose of generating Cinegy licenses described in points 1 and 2			
	TOTAL BAM / EUR excluding VAT:			
	DISCOUNT _____%:			
	TOTAL BAM / EUR including discount:			
	VAT 17%:			
	TOTAL BAM / EUR including VAT:			

L.S.

AUTHORISED PERSON OF THE TENDERER

(Name and surname)

(Signature)

Notes:

1. The prices shall be expressed in BAM or in EUR. A price shall be specified for each item in the bid;
2. The price shall be expressed in BAM or in EUR and shall include any fees to be paid to the bidder by the contracting authority. The contracting authority shall not have any additional expenses other than those specified in this price schedule;
3. In case of any differences in the unit prices and the total amount, correction shall be made in accordance with the unit prices;
4. The unit price of an item shall not be considered a calculation error, i.e., it cannot be corrected;

5. The above table shows the technical specification with a list of software modules, licenses and plugins of the software manufacturer Cinegy GmbH necessary for integration into the existing television production system in Radio and Television of Bosnia and Herzegovina
6. The bidder is required to submit a supporting document (Quotation) on their own Memorandum that includes at least the following information: **the name of the equipment manufacturer and the name of the equipment model** for each of the required items from Table 1. Technical specification of software licenses and related applicable products;
7. All software licenses are required to be of **unlimited duration (permanent)** and registered in the ownership of the Radio and Television of Bosnia and Herzegovina officially registered in software manufacturer company - Cinegy GmbH. The licenses referred to in the above specification described under items 1) and 2) are required to be delivered on the Cinegy USB Dongle described under item 3);
8. The bidder is required the goods shall be delivered in their entirety, **within a deadline that cannot be longer than 15 (fifteen) working days following the contracting authority's issuance of the order and advance payment.**

CONFIDENTIAL INFORMATION

Confidential information	Tender page numbers containing confidential information	Reasons for the confidentiality of such information	Information confidentiality period

L.S.

AUTHORISED PERSON OF THE TENDERER

(Name and surname)

(Signature)

Note:

1. Information specified in Article 11 of the Law on Public Procurement of Bosnia and Herzegovina may not be considered confidential.

STATEMENT**on fulfilment of conditions referred to in Article 45, paragraph (1) points a) to d) of the BiH Public Procurement Law (Official Gazette of BiH, 39/14)**

I, the undersigned _____, ID card number: _____
Name and surname
 issued by _____, as a representative of a company or business or related activities
 _____, ID number: _____
Name of the company or business or related activities
 whose headquarters is located in _____ at _____,
City/Municipality Street and number
 as a candidate/tenderer in the public procurement procedure _____
 _____ (Specify the exact name and type of the public procurement procedure),
 and implemented by the Contracting Authority _____
Specify the exact name of the Contracting Authority
 for which a Procurement Notice was published (if Notice was published) number:
 _____ in the Official Gazette of BiH No. _____, in
 accordance with Article 45 paragraphs (1) and (4) of the PPL under penalty of perjury

DECLARE

Candidate/tenderer _____ in the aforementioned public procurement procedure,
 which I represent:

- has not been convicted by a final court judgment in a criminal proceeding of organised crime, corruption, fraud or money laundering in accordance with the applicable regulations in BiH or the country of registration,
- is not bankrupt or subject to bankruptcy proceedings or subject to liquidation proceedings,
- has not failed to fulfil obligations relating to the payment of pension and disability insurance and health insurance in accordance with applicable regulations of BiH or its country of registration,
- has not failed to fulfil obligations relating to the payment of direct and indirect taxes in accordance with the regulations in force in Bosnia and Herzegovina or the country of registration.

In that sense, I am familiar with the obligation of a candidate/tenderer to submit, in case of award of the contract, the documents referred to in Article 45 paragraph (2) points a) to d) at the request of the Contracting Authority and within the time determined by the Contracting Authority in accordance with Article 72 paragraph (3) point a).

I further declare that I am aware that falsification of official documents, or use of false official or business document, book or file in the service or the business as genuine constitutes a criminal offense provided in the Criminal Codes in BiH, and that providing false information in the documents proving personal capacity under Article 45 of the Public Procurement Law is a violation for which are foreseen fines of BAM 1,000.00 to BAM 10,000.00 for the tenderer (legal entity) and BAM 200.00 to BAM 2,000.00 for the responsible person of the tenderer.

I also declare that I am aware that the Contracting Authority that carries out the said public procurement procedure in accordance with Article 45 paragraph (6) of the BIH Public Procurement Law retains the right to verify with the competent authorities the accuracy of the presented information in the event of doubt about the accuracy of data presented by this statement.

Statement given by:

(Name and surname)

Place and date of the statement:

Signature and stamp of the competent authority:

BHRT
BHRT

WRITTEN STATEMENT

under article 52 of the BiH Public Procurement Law (Official Gazette of BiH, 39/14)

I, the undersigned _____, ID card number: _____
Name and surname
 issued by _____, as a representative of a company or business or related activities
Name of the company or business or related activities, ID number: _____ whose headquarters
 is located in _____ at _____, as a candidate/tenderer
City/Municipality Street and number
 in the public procurement procedure _____
Specify the exact name and type of the public procurement procedure
 and implemented by the Contracting Authority _____
Specify the exact name of the Contracting Authority
 for which a Procurement Notice was published (if Notice was published) number: _____
 in the Official Gazette of BiH No. _____, in accordance with Article 52, paragraph (1)
 of the PPL under penalty of perjury

DECLARE

1. I have not offered a bribe to any person involved in the public procurement process, at any stage of the public procurement procedure.
2. I have not given or promised a gift or any other benefit to any official or responsible person in the Contracting Authority, including a foreign official person or an international official, in order to perform or refrain from performing acts to be performed by him or her or someone who mediates in the bribery of an official or responsible person.
3. I have not given or promised a gift or other benefit to any official or responsible person in the Contracting Authority, including a foreign official person or an international official, in order to perform in the framework of his or her official authority, the actions that he or she should perform or refrain from performing actions which should not be performed.
4. I have not been involved in any activity aimed at corruption in public procurement.
5. I have not been involved in any activity aimed at corruption over the course of the public procurement procedure.

By giving this statement, I am aware of the criminal liability provided for offenses of bribery and criminal offenses against official and other responsibilities and duties set out in the Criminal Codes of Bosnia and Herzegovina.

Statement given by:

(Name and surname)

Place and date of the statement:

Signature and stamp of the competent authority:

Radio and Television of Bosnia and Herzegovina

headquartered in Sarajevo, at the address Bulevar Meše Selimovića No. 12 (hereinafter: **BHRT**), represented by **Belmin Karamehmedović, General Director**

Court Registration No: 1-24166

Court Name: Municipal Court in Sarajevo

Bank Name: UniCredit Bank d.d. Mostar

Transaction account: 3389002207814682

UIN: 4200351290009

VAT number: 200351290009

and

headquartered in _____ (hereinafter: **the Supplier**),
represented by _____

Court Registration No: _____

Court Name: _____

Bank Name: _____

Transaction account: _____

UIN: _____

VAT number: _____

concluded the following

**DRAFT CONTRACT
ON PUBLIC PROCUREMENT**

SUBJECT OF THE CONTRACT

Article 1

This contract between BHRT and _____, as the most successful tenderer selected on the basis of an Negotiated procedure in accordance with the BiH Public Procurement Law, shall govern the mutual relations, rights, and obligations pertaining to the **Procurement of Software License for conversion and transcoding for Cinegy Convert Pro Server for the needs of RTV Production of the Radio and Television of Bosnia and Herzegovina, the contracting authority** (hereinafter: **the supplies**), according to the Tender number: _____ of _____, which forms an integral part of this contract.

Article 2

The prices from the supplier's tender number: _____ of _____ year / after the e-auction, shall not change during the term of the contract.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 3

The supplier undertakes:

- to deliver the supplies from the subject of this contract in their entirety within 15 (fifteen) working days after receiving the order from BHRT and a 50% advance payment;
- to deliver the supplies to the BHRT building, at the address Bulevar Meša Selimovića St. No. 12. in Sarajevo;

- to provide Business Annual SLA by the manufacturer;
- to comply with all BHRT requirements specified in the tender documents during the term of the contract, without any reservations or restrictions;
- not to employ, for the purpose of execution of the contract, natural or legal persons who participated in the preparation of tender documents or stood in the capacity of members or expert persons engaged by the Public Procurement Commission responsible for awarding public procurement contracts, for at least 6 (six) months upon conclusion of the contract.

BHRT undertakes:

- to deliver a purchase order to the supplier for the delivery of supplies;
- to receive the supplies in accordance with the specifications from the supplier's tender No. _____ of _____.

PRICE AND METHOD OF PAYMENT

Article 4

The price of the supplies and services from the subject of this contract is EUR _____ (in letters: _____), excluding VAT, and with the included VAT is EUR _____ (in letters: _____).

Payment for supplies and services described in paragraph 1 of this Article will be made as follows:

- a 50% advance payment to the tenderer's giro account upon receipt of the correct pro-forma invoice by the supplier;
- with the remaining 50% of delivery (upon the receipt of the USB Dongle key to the premises of the BHRT) and upon receipt of the correct invoice by the supplier.

BHRT shall pay VAT in the amount of BAM _____ (EUR _____) (in letters: _____) in compliance with the legal regulations in Bosnia and Herzegovina.

ENTRY INTO FORCE AND TERM OF CONTRACT

Article 5

The contract enters into force on the day of mutual signature and is valid for 1 (one) year from the date of its entry into force.

FINAL PROVISIONS

Article 6

The contracting parties agree to keep the terms of cooperation from this contract a trade secret.

Article 7

The provisions of this contract cannot be amended after its conclusion or during its term.

Article 8

If one of the contracting parties fails to comply with the provisions of this contract, the other contracting party has the right to terminate the contract unilaterally. Contract termination shall be done exclusively in writing.

Article 9

For the regulation of contractual relations that are not established by this contract and result from its implementation, the corresponding provisions of the Law on Obligations (Official Gazette of the SFRY, 29/78, 39/85, 57/89), and the Law on Amendments to the Law on Obligations (Official Gazette of the RBiH, 2/92, 13/93, 13/94) shall be applied.

Article 10

In the event of a dispute arising under this contract, the contracting parties agree to settle it amicably and in accordance with good customs and business ethics; otherwise, the Court in Sarajevo shall have jurisdiction.

Article 11

This contract is made in 6 (six) identical copies, of which BHRT retains 5 (five) and the supplier 1 (one) copy.

For the Supplier:

**Number:
Date,**

For BHRT:

**Belmin Karamehmedović
General Director**

**Number:
Date,**