

Disaster Preparedness and Prevention Initiative For South-Eastern Europe (DPPI SEE)

Branilaca Sarajeva 34, Sarajevo 71000, Bosnia and Herzegovina Tel/Fax: +387 33 218 558, <u>http://dppi.info/</u>

PUBLIC CALL

DPPI/ No. 3-1-13/25

PUBLIC CALL FOR BIDDERS

PROVISION OF TRAVEL AGENCY SERVICES - MEDIATION IN PROCUREMENT OF AIRLINE TICKETS FOR 2025

Sarajevo, January 2025.

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GENERAL INFORMATION

1. Data on the contracting authority

Contracting authority: Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) Address: Branilaca Sarajeva 34, Sarajevo, Bosnia and Herzegovina IDB/JIB: RCC Phone/fax: +387 33 218 558 Website: https://www.dppi.info/

2. Information about a contact person

Contact person: Irfan Agić Phone: +387 66 588 803 Email: <u>irfan.agic@dppi.info</u>

3. Number of procurement

Procurement number: 3-1-13/25

4. Legal basis

a) DPPI SEE legal framework referring to:

- Memorandum of Understanding on the Institutional Framework of the DPPI SEE.
- Rules of procedure and Financial Management Rules of DPPI SEE.

b) Public Procurement Law, Public Procurement Law ("Official Gazette of Bosnia and Herzegovina", no. 29/2014)

c) Regulation of the European Commission (718/2007, 80/2010) – Article 121: Rules for awarding contracts: "For the award of service, supply and work contracts, the procurement procedures shall follow the provisions of Chapter 3 of Part 2, Title IV of Regulation (EC, Euratom) No 1605/2002 and Chapter 3 of Part 2, Title III of Regulation (EC, Euratom) No 2342/2002, as well as Commission Decision C(2007) 2034 on the rules and procedures applicable to service, supply and work contracts financed by the general budget of the European Communities for the purposes of cooperation with third countries, with the exclusion of Section II.8.2."

5. Data in the public procurement procedure

Type of public procurement procedure: Procurement of services, technical assistance, Procedure with one bidder.

Public invitation to bidders. The documents referring to the request for the offer will be published on the DPPI SEE's website and should be delivered via e-mail to interested parties/potential bidders.

Type of contract on public procurement: Provision of travel agency services - mediation in the procurement of airline tickets for 2025.

The threshold value of the public procurement (with VAT): should not exceed fifty thousand euros (50,000.00 EUR), equal to ninety-seven thousand seven hundred ninety-one Bosnia and

Herzegovina's Convertible Marks and fifty fenings (97,791.50 BAM), as the currency of the country where DPPI SEE is headquartered.

The estimated amount is all inclusive and includes taxes and all other costs of the bidder.

6. Participation on the call for procurement services

Participation in this procedure is open to business entities of DPPI SEE member countries, as well as other business entities of European Union member states.

DATA ON THE SUBJECT OF PROCUREMENT

7. Description, objectives, scope and value of the subject of procurement

The Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) serves as a regional coordination hub, supporting ten national civil protection authorities. As part of its activities, DPPI SEE requires a reliable and efficient service provider for flight ticket arrangements to facilitate official travel within and beyond the South-Eastern European region.

The subject of this public procurement procedure is the procurement of travel agency services - mediation in the procurement of airline tickets for the year 2025, for the needs of the contracting authority, in accordance with the needs of the contracting authority and other required conditions indicated in this documentation.

The purpose of this tender is to select a qualified service provider to handle the reservation, purchase, and management of flight tickets for DPPI SEE personnel, DPPI SEE participants and affiliated participants in workshops, conferences, and other official activities.

The service provider will be responsible for:

- Providing competitive airfare options for both domestic and international flights.
- Booking flights according to DPPI SEE's requirements and travel policies.
- Offering flexible ticketing options (e.g., refundable, changeable) to accommodate schedule adjustments.
- Ensuring 24/7 customer support for travel changes, emergencies, and inquiries.
- Maintaining records of all transactions and providing reports, listings and invoices on flight schedule and expenditures.

Total payments, including VAT, which will be made based on all purchase orders and delivered invoices issued based on the concluded contract, cannot be higher than the estimated value of the purchase.

The services in question include mediation services in the reservation and procurement of plane tickets according to the most favorable conditions on the market.

The threshold value of the public procurement (with VAT): should not exceed fifty thousand euros (50,000.00 EUR), equal to ninety-seven thousand seven hundred ninety-one Bosnia and Herzegovina's Convertible Marks and fifty fenings (97,791.50 BAM), as the currency of the host country of the contracting authority.

8. Place of provision of services

Mediation service for the purchase of plane tickets for 2025 can be performed from the headquarters of the selected bidder (Service Provider) with continuous communication with the Contracting Authority - the service learner.

9. Location and deadline for submission of offer(s)

All offers must be submitted to the contracting authority at the following address: **Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE)** Branilaca Sarajeva 34, 71000 Sarajevo, Bosnia and Herzegovina.

Offers must be sent by postal mail and received no later than 28 January 2025.

Any offers received after the deadline will be returned unopened to the bidder. Bidders submitting offers via postal mail bear the risk of late delivery and are responsible for ensuring that their offers arrive by the specified deadline.

10. Term of performance of services

Mediation services will be provided on an ongoing basis throughout the duration of the framework agreement, according to the contracting authority's needs, for a period of one year—from February 2025 to February 2026—or until the allocated budget for 2025 within DPPI SEE is fully utilized. The agreement may be extended for an additional 12 months, subject to a separate contract. Any extension will be initiated upon the request of the contracting authority.

11. Lots and Subcontracting

Division into lots is not applicable to this public call.

Suppliers are not allowed to subcontract. The supplier to whom the contract is awarded bears full responsibility for the implementation of the contract.

12. Payment

Payment will be processed in accordance with the DPPI SEE's Financial Management Rules upon receipt of a fiscal invoice for the completed service, per event or request. The payment will be made within 14 days of invoice receipt.

Advanced payments are not permitted.

SPECIFIC REQEST OF THE CONTRACTING AUTHORITY

13. Specific requirements

Based on the identified need for plane tickets, the Contracting Authority will send requests via email to the Service Provider, accompanied by the event agenda or other relevant details specific to the needs of the contracting authority or its beneficiaries. These requests will be made during the validity period of the framework agreement and directed to the bidder with whom the agreement is concluded.

The bidder is obliged to comply with the following requirements:

a) Flight Options and Offers

The bidder must, upon the invitation of the contracting authority and in alignment with the shared agenda and access provided on the DPPI SEE participant registration platform, submit a flight offer to representatives of the contracting Authority (DPPI SEE Secretariat staff and final beneficiaries of the flight tickets) containing at least three optimal economy-class options.

These options should prioritize direct flights where possible or include the fewest transfers with reasonable layover times.

- Business-class options may be requested only in exceptional cases, where no suitable economy-class ticket is available. Authorization for a business-class ticket must be obtained from the Head of the DPPI SEE Secretariat (Contracting Authority's representative).
- Each flight option must include detailed information such as:
 - Departure and arrival airports.
 - Carrier(s).
 - Flight schedule with stop points and transfer times (for connecting flights).
 - Ticket class.
 - Information and conditions about refundability of the ticket.
 - Ticket price and applicable fees, as agreed in the agreement.

The ticket issuance fee, as stated in the Bid Price Form, must remain fixed for the duration of the agreement.

b) Electronic Ticket Delivery

Upon confirmation of the selected flight option by the contracting authority or its designated beneficiaries, the bidder shall promptly issue and deliver electronic tickets to each beneficiary of the ticket and DPPI SEE Secretariat staff.

c) Passenger List Submission

No later than seven (7) days before each event, the bidder shall provide a comprehensive passenger list containing all relevant travel details, including names, departure and arrival times, and locations/airports, based on the issued electronic tickets.

d) Invoicing

For each event, the bidder shall issue an invoice that clearly itemizes, for each passenger:

- The base ticket price, including all taxes.
- The ticket issuance fee.

The total price <u>must</u> not exceed the current published rates of the respective air carrier, and the carrier's name <u>must</u> be specified.

e) Cancellation and Refunds

- If the contracting authority cancels a flight ticket less than 48 hours before the departure date and provides notice via email, the contracting authority will bear the full cost of the ticket, as per the terms of the issued ticket and according to the airline's policies.
- In the event of a flight cancellation by the airline, the bidder <u>must</u> ensure that the full ticket cost is refunded within seven (7) days for any unfulfilled segments of the trip.

QUALIFICATION REQUIREMENTS

14. Requirements for the meaning of personal capacity/ability and required evidence

In accordance with Article 45 of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of Bosnia and Herzegovina", no. 29/2014), each bidder is required to demonstrate its personal capacity to participate in this public procurement process by providing the following:

a) Proof of compliance with obligations related to the payment of direct and indirect taxes, in accordance with applicable regulations in Bosnia and Herzegovina or the country where the bidder is registered.

To fulfill the requirement under point (a), the bidder must submit a completed and certified declaration (Annex 1), which is part of the tender documentation. The certification must be issued by a competent authority and must not be older than 15 days from the date of bid submission.

The bidder selected as the most favorable in this procurement procedure is required to submit the following supporting documents to verify the statements made in the declaration:

a) Certificates from the relevant tax authorities confirming that obligations related to direct and indirect taxes have been duly settled.

The submitted documents must be either originals or certified copies and must not be older than three months from the date of bid submission.

If the bidder has entered into a debt rescheduling agreement or deferred payment arrangement for direct or indirect taxes, they must submit a certificate from the relevant tax authority confirming that the rescheduled obligations are being settled in accordance with the agreed schedule.

A bidder who has entered into such an agreement but made only one payment immediately before submitting the bid will not be considered compliant and will be disqualified from this procurement process.

The evidence submitted by the selected bidder must confirm that the conditions required by the tender documentation were met at the time of bid submission and must not be older than three months from that moment.

The selected bidder must fully comply with all participation requirements at the time of bid submission. Otherwise, it will be considered that the bidder has provided a false declaration under Article 45 of the Law.

The selected bidder must submit the required evidence within 10 days of receiving the notification of the results of this procurement process.

15. Ability to perform professional activities and required evidence

In accordance with Article 46 of the Law, the bidder must be registered in the relevant professional or other registers of the country where they are registered to perform the activities related to the public procurement subject. To prove compliance with the requirements of Article 46, the bidder is required to submit the following documents:

1. A certified copy of the registration decision from the court register, along with all attachments issued by the competent court authority. The document must show that the bidder is registered for the provision of services that are the subject of the procurement and must not be older than three (3) months.

- 2. A certified copy of the confirmation/statement issued by the competent administrative authority regarding VAT registration (VAT number), not older than three (3) months.
- 3. A certified copy of the confirmation/statement issued by the competent administrative authority regarding tax registration (Tax Identification Number TIN), not older than three (3) months.

16. Economic and Financial Capacity

Regarding the conditions for participation in this public procurement process related to the economic and financial capacity of the bidder, in accordance with Article 47 of the Law, the bidder must demonstrate the ability to properly execute the contract. As proof of meeting this requirement, bidders must provide the following:

- A copy of the profit and loss statement (income statement) for the 2023 fiscal year, showing that the bidder achieved a turnover of at least 10,000.00 BAM. This document does not need to be certified.

17. General Conditions for Technical and Professional Capacity

In accordance with Article 48 of the Law, the bidder must meet the following conditions:

- The bidder must use one of the leading international airline reservation systems (GDS Global Distribution System) with access to the databases of major airlines (Amadeus, Travelport Galileo, Sabre, Worldspan). As proof of meeting this requirement, the bidder is required to provide a certified copy of the license for access to one of the leading international reservation systems, dated within the last 3 months.
- 2. The bidder must hold an IATA (International Air Transport Association) accreditation certificate. As proof of meeting this requirement, the bidder is required to provide a certified copy of the IATA accreditation certificate, dated within the last 3 months.

If the bidder provides a certified copy of any of the above documents that is older than 3 months, their bid will be rejected.

INFORMATION ABOUT THE OFFER

18. Language, Content and Method of the offer's preparation and submission

The offer together with the associated documentation <u>must</u> be prepared in English with the possibility of submitting an unofficial, working text of the document in one of the official languages of Host country of the DPPI SEE Secretariat (Bosnia and Herzegovina), in Latin or Cyrillic script.

When preparing the offer, the bidder must comply with the requirements and conditions of the call. The bidder may not change or supplement the text of the submitted documentation.

If the bidder fails to submit any Annex from 1 to 5, their bid will be rejected. If the bidder fails to submit Annex 6 or submits an incomplete form for confidential information, it will be assumed that there is no such information, and their bid will not be deemed unacceptable on this basis. If the bidder designates data as confidential that, in accordance with Article 11 of the Law, cannot

be classified as confidential, the contracting authority will not consider it confidential, and the supplier's bid will not be rejected.

The request for participation, as well as the offer, should be submitted to the address:

Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE), Branilaca Sarajeva 34, 71000 Sarajevo, Bosnia and Herzegovina.

The bidder will submit 1 (one) original offer and 1 (one) copy on which it will clearly write: "ORIGINAL OFFER" and "COPY OF OFFER". The request for participation, the offer and its copy with a stamp or signature should be sealed in one opaque envelope with the bidder's name and address on the back of the envelope, on which the following words will be written, depending on the stage of the procedure: "Request for participation in the procurement procedure / Offer for external audit services - DO NOT OPEN".

In case of differences between the original and the copy of the offer, the original offer is authentic.

The offer is tightly bound so that subsequent removal or insertion of sheets is impossible. Parts of the offer, such as samples, catalogs, data storage media, etc., which cannot be bound, are marked by the offeror with a name and listed in the content of the offer as part of the offer. The pages of the offer are marked with a number so that the serial number of the page is visible. The guarantee as part of the offer is not numbered. If it contains printed literature, brochures, catalogs that have originally numbered numbers, then those parts of the offer are not additionally numbered.

The offer will not be rejected if the offer sheets are numbered in such a way that the continuity of the numbering is ensured and will be considered a minor deviation that does not change or depart significantly from the characteristics, conditions and other requirements established in the procurement notice and documentation. The offer, regardless of the delivery method, must be received by the Contracting Authority, at the address specified in the documentation, by the deadline specified in the procurement notice and documentation. Any bids received after that time are untimely and, as such, will be returned to the bidder unopened.

19. Delivery of supporting documents

The documents that are requested as evidence of the ability of the bidder according to this public call must be submitted in the original or a copy of the original certified by the competent authority. In case of serious doubt as to the authenticity or legibility of the copy, the Contracting Authority (DPPI SEE) may require the original documents to be submitted.

If the contracting authority has doubts about the existence of circumstances related to the bidder's personal capacity, it will contact the competent authorities with the aim of obtaining the necessary evidence in the procedure.

20. Submission of alternative offers

Suppliers are not permitted to submit alternative bids.

21. Pricing and Currency of the offer/bid

The bid price includes all items from the Bid Price Form, which must be completed as specified. The price is written in both numbers and letters and cannot be changed. Bidders must submit the completed Bid Price Form (Annex 2). Failure to fill it out correctly will result in the rejection of the bid.

The bid price must be in convertible marks (BAM), as DPPI SEE is based in Bosnia and Herzegovina. 1 euro (EUR) equals 1.955830 BAM.

EVALUATION OF THE OFFERS

22. Place, date and time of opening the offer(s)

The offer(s) will be opened by the representatives of the Contracting Authority (DPPI SEE) in DPPI SEE Secretariat in Sarajevo, in accordance with internal procedures.

Public opening of bids is not envisaged.

23. Criteria for contract award

The criterion for awarding the contract is the lowest price. As the criterion is the lowest price, it should be clearly stated what the lowest price means. Here it is very important to indicate for services that the lowest price includes all dependent costs and taxes.

24. Request for Clarifications

The representatives of the contracting authority (DPPI SEE) may ask the bidder to clarify the documents that it has submitted in hard copy, without changing the essence of its request, within the time limit set by the contracting authority.

25. Notification of qualification results

The bidder will be informed immediately about the decisions regarding the results of the qualifications, and in any case within 7 (seven) days from the date of the decision.

26. Conclusion of the contract

The contracting authority concludes the contract with the bidder whose bid was selected as the most favorable within 7 days from the opening and verification of the received bids.

The contract will be drawn up in English.

OTHER RELEVANT INFORMATION

27. Cost of preparing the offer and delivering the bid documents

The cost of preparing the bid and submitting the bid is borne by the bidder.

28. Confidentiality of documentation of business entities

An offeror who submits an offer containing certain confidential data must, in addition to stating the confidential data, also state the legal basis on which the data is considered confidential. Data that cannot under any circumstances be considered confidential are:

a. total fees, taxes and other relevant values stated in the offer.

b. the subject of the service and the assessment that the offer is in accordance with the requirements from the technical specification.

c. evidence of the bidder's personal situation.

29. Modification, amendment and withdrawal of requests for participation / offer

Until the end of the deadline for receiving requests for participation and offers, the bidder can change or supplement his request and offer.

Note:

DPPI SEE can, before signing the contract, either abandon the procurement or cancel the award procedure, without bidders having the right to compensation.

Bidders are expected to carefully examine and follow all instructions and standard formats contained in these specifications and the invitation to bid. An offer that does not contain all the required data and documentation will be rejected.

Head of DPPI SEE Secretariat

Bidder's representative

Rade Rajkovchevski

XX.XX

ANNEXES

The following annexes are an integral part of the documentation:

ANNEX 1: BIDDER DECLARATION

ANNEX 2: FORM FOR THE PRICE OF THE OFFER

ANNEX 3: WRITTEN STATEMENT PURSUANT TO ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW

ANNEX 4: STATEMENT OF COMPLIANCE WITH ARTICLE 45, Paragraph (1), Points (c) and (d) of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of BiH," No. 39/14)

ANNEX 5: DRAFT AGREEMENT

ANNEX 6: CONFIDENTIAL INFORMATION

Bidder:

Contact Person (for this specific bid):

- Name and Surname:
- Position in the company: ______
- Address: _____
- Telephone: ______
- Email:

BIDDER DECLARATION

In the public procurement procedure initiated by Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) – Contracting Authority, as published on the DPPI SEE website, Procurement Notice Number: _____, dated _____, we submit our bid and declare the following:

- 1. Acceptance of Terms. In accordance with the content and requirements of Tender Documentation No., we hereby fully accept its provisions without any reservations or limitations.
- 2. **Compliance with Tender Requirements.** This bid responds to the requirements set out in the tender documentation for the provision of services, fully adhering to the conditions, criteria, and specified deadlines without any reservations or limitations.
- 3. **Bid Price.** Total bid price of our fees per flight ticket per person, including VAT, is: BAM (1 EUR is worth 1.955830 BAM). Attached is the Price Offer Form, completed in accordance with the requirements of the tender documentation. In case of discrepancies between the prices in this Declaration and the Price Offer Form, the price in the Price Offer Form will be considered valid.

4. **Validity of the Offer**. This offer is valid for 15 days, counting from the date of expiry of the deadline for receiving the offer.

Authorized Representative of the Bidder:

Name and Surname: [_____]
Signature of the Authorized Representative: [_____]
Place and Date: [_____] Company Seal: [_____]

The following documentation was submitted with the offer: [List of submitted documents, statements and forms with their names]

FORM FOR THE PRICE OF THE OFFER

Name of bidder:

Offer number:

Provision of services - provision of travel agency services - mediation in the procurement of airline tickets for 2025 Year for the needs of the regional organization Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE).

Ord.	Description	Total fee in	Total fee in
no.		BAM without VAT	BAM with VAT
1.	Provision of Travel Agency Services - Mediation in Procurement of Airline Tickets for 2025		
Total fe	BAM		

*1 euro (EUR) is worth 1.955830 BAM.

Bidder's signature_____

NOTE:

- Prices must be quoted in BAM, as DPPI SEE Secretariat is based in Bosnia and Herzegovina.
- The price should be itemized, showing the basic ticket price, fee per person, and any additional costs or reimbursements, if applicable.

WRITTEN STATEMENT PURSUANT TO ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW

١,	the undersig	gned			(Name and	Surname)	, with II) card	nun	nber
		,	issued	by	`	, in	my ca	pacity	as	the
re	presentative	of	the	company	, trade	, or	relat	ed	act	tivity
	-				(Specify	position, n	ame of o	compan	y, tra	ade,
0	related	activity),	ID i	number		-	, head	dquarte	red	in
		• /	(Citv/Mu	nicipalitv/Cou	intrv), at the	e address	-	•		

(Street and number), as a candidate/bidder in the **Public Procurement Provision of Travel Agency Services - Mediation in the Procurement of Airline Tickets for 2025**, conducted by Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) or Contracting Authority, pursuant to Article 52, paragraph (2) of the Public Procurement Law of Bosnia and Herzegovina, under full material and criminal liability

HEREBY DECLARE:

- 1. I have not offered a bribe to any person involved in the public procurement process at any stage of the procedure.
- 2. I have neither given nor promised any gift or other benefit to an official or responsible person in the contracting authority, including foreign officials or international officers, with the aim of influencing their official duties to perform an action they should not perform or to refrain from performing an action they should perform, either directly or through an intermediary.
- 3. I have not given or promised any gift or other benefit to an official or responsible person in the contracting authority, including foreign officials or international officers, to perform duties within their official capacity or to refrain from actions they should not take.
- 4. I have not participated in any activities aimed at corruption in public procurement.
- 5. I have not engaged in any actions with the intent of corrupt practices during the procurement process.

By making this statement, I acknowledge the criminal liability for the offenses of offering and receiving bribes and for crimes against officials and other responsibilities and duties as provided by the Criminal Codes.

Statement made by (name, surname and signature): _____

Place and date of the statement:

Signature of the company's representative and seal:

STATEMENT OF COMPLIANCE WITH ARTICLE 45, Paragraph (1), Points (c) and (d) of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of BiH," No. 39/14)

the undersigned (Full Name), with ID card number			
	, issued by	, in	my capacity as the
representative of the o	company, trade, or relat	ed activity	
(Specify position, nam	e of company, trade, or	related activity), ID	number,
headquartered in	-		(City/Municipality/Country), at
the address	(Street a	and number), as a ca	andidate/bidder in the Public
Procurement Provisi	on of Travel Agency S	Services - Mediation	n in the Procurement of
Airline Tickets for 20	25, conducted by Disas	ster Preparedness a	nd Prevention Initiative for
South-Eastern Europe	e (DPPI SEE) or Contra	cting Authority, purs	uant to Article 45, Paragraph
(4), under full material	and criminal liability		

HEREBY DECLARE:

The candidate/bidder ______ in the aforementioned public procurement procedure, which I represent, has not: a) Failed to meet obligations related to the payment of direct and indirect taxes in accordance

with the applicable laws in Bosnia and Herzegovina or the country in which it is registered.

I am aware of the candidate's/bidder's obligation to submit documents from Article 45, Paragraph (2), Points (c) and (d) upon the contracting authority's request, within the deadline determined by the contracting authority in accordance with Article 72, Paragraph (3), Point (a) of the Law.

Further, I declare:

I am aware that falsifying official documents or using false official or business documents, records, or files in service or business as if they were truthful constitutes a criminal offense under the Criminal Laws of BiH. I acknowledge that providing false information in documents proving personal eligibility under Article 45 of the Public Procurement Law constitutes a violation subject to fines ranging from BAM 1,000.00 to BAM 10,000.00 for the bidder (legal entity) and BAM 200.00 to BAM 2,000.00 for the responsible person of the bidder.

I also declare that I understand that the contracting authority conducting the stated public procurement procedure, in accordance with Article 45, Paragraph (6) of the Public Procurement Law of Bosnia and Herzegovina, reserves the right to verify the accuracy of the information provided in this statement with the competent authorities if there is any doubt.

Statement made by	/ (name.	surname and signature):

Place and date of the statement:

Signature of the company's representative and seal:

DRAFT FRAMEWORK AGREEMENT

Based on the institutional legal framework of the Disaster Preparedness and Prevention Initiative for South-Eastern Europe in compliance with procurement procedures in Bosnia and Herzegovina, and after the competitive request of several bidders - for the delivery of offers for the public procurement of travel agency services - mediation in the procurement of airline tickets for 2025 with the aim of concluding a framework agreement, it was concluded

FRAMEWORK AGREEMENT

on the provision of mediation services in the procurement of airline tickets

between:

Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE), Branilaca Sarajeva 34, 71 000 Sarajevo, Bosnia and Herzegovina, represented by Rade Rajkovchevski, Head of the DPPI SEE Secretariat (hereinafter: contracting authority)

and

			address		
who Provi	represented	by		_ (hereinafter:	Service

I. INTRODUCTORY PROVISIONS

Article 1.

This framework agreement establishes the terms for the reservation and procurement of airline tickets required by the contracting authority for 2025.

The framework agreement, as referenced in paragraph 1 of this article, is concluded pursuant to the Decision on the selection of the most favorable bidder, number: _____, dated

_____, following an open competitive procurement procedure for the specified services.

The Bid Price Form, detailing the unit price of the selected bidder, is annexed to this framework agreement and constitutes an integral part of it.

II. SUBJECT OF FRAMEWORK AGREEMENT

Article 2.

The subject of this agreement is to determine the conditions for concluding a contract for the procurement of air ticket mediation services for the needs of the contracting authority, all according to the Service Provider's offer, number: ________of ______, which forms an integral part of the agreement.

The quantities specified in the price form according to Article 1, Paragraph (3) of this framework agreement is binding and will depend on the available financial resources and the needs of the Contracting Authority.

The service provider undertakes to perform the services that are the subject of the agreement in accordance with the previously submitted documentation and its offer.

III. VALUE OF THE FRAMEWORK AGREEMENT

Article 3.

The estimated value of this framework agreement, including VAT and other costs, is approximately fifty thousand euros (50,000.00 EUR) or approximately one hundred thousand convertible marks (100,000.00 BAM) in the currency of the host country of the contracting authority. The contracting authority does not undertake that this approximate value will be realized in full.

Total payments will be made based on all individual purchase orders issued by the contracting authority and adequate invoices of the service provider and cannot be higher than the estimated value from paragraph (1) of this article during the duration of the agreement.

Exception from paragraph (2) of this article in the sense of increasing the total amount of total payments under the condition of increasing the scope of activity of the contracting authority with a written explanation to the service provider.

The unit price of the air ticket fee should be fixed and unchanged for the entire duration of this framework agreement.

IV. CONTRACT CONCLUSION ON THE BASIS OF THE FRAMEWORK AGREEMENT

Article 4.

This framework agreement implies that the contracting authority will procure services successively, in accordance with its needs.

When the need for the purchase of airline tickets is determined, a service specification is drawn up based on which the specific purchase is made.

V. METHOD OF PAYMENT

Article 5.

If the service provider is based in the Eurozone, invoices for issued airline tickets must be issued in euros.

If the service provider is located outside the Eurozone, invoices must be issued in the currency of the country where the service provider is a taxpayer.

The invoice must include the following details:

a) Net ticket price.

b) Service fee for the provided service.

c) Any other usual expenses (made upon request of DPPI SEE Secretariat) or reimbursements, if applicable.

The contracting authority will make payment for the services provided no later than fourteen (14) days from the date of issuing the invoice, for each individually properly performed service, per event or special request. Payment will be made to the account of the Service Provider, according to the received instructions for the transfer of funds.

VI. OBLIGATIONS OF THE CONTRACTING PARTIES

Article 6.

The contracting authority undertakes to:

- 1. Share the DPPI SEE Secretariat's contact details and provide access to the DPPI SEE registration platform to the service provider.
- 2. Issue invitation/request to submit offers for airline tickets via email.
- 3. Select the most favorable transportation option.
- 4. Confirm reservations via email.

The service provider undertakes to:

- 1. Provide the contact details (phone number and email) of designated personnel before the contract begins.
- 2. Perform services as outlined in the framework agreement in compliance with applicable legal regulations, norms, and standards.
- 3. Following the request by the contracting authority, to submit offers for requested airline tickets at the specified time, date and emails, as indicated by the contracting authority.
- 4. Ensure individual deliveries align with the public invitation documentation and the accepted offer.
- 5. Propose the most favorable flight option, prioritizing direct, economy-class flights when possible. Business-class tickets may only be issued upon specific request by the contracting authority in exceptional cases.
- 6. Deliver electronic tickets promptly after the contracting authority selects flight option and confirms reservations, i.e. issues a purchase order.
- 7. Provide a comprehensive passenger list, including all relevant travel details (name, surname, date, time and point of departure and arrival, etc.).
- 8. Clearly itemize the content specified in Article 5, paragraph (3), on the invoice.

Specific obligations regarding the service include:

- 1. Flight Offers:
 - The service provider shall submit at least three economy-class options upon request of the contracting authority, prioritizing direct flights or those with minimal transfers.
 - Business-class options are only provided upon authorization by the Head of the DPPI SEE Secretariat.
 - Each option must include:
 - Departure and arrival details.
 - Carrier(s) and flight schedule.
 - Ticket class and refundability conditions.

Ticket price and applicable fees.

2. Electronic Ticket Delivery:

 Upon confirmation of the selected flight, the service provider must promptly issue and deliver electronic tickets to the final beneficiaries and the DPPI SEE Secretariat.

3. Passenger List:

• Submit a comprehensive passenger list with full travel details no later than seven days before each event or special request.

4. Invoicing:

• Invoices must clearly itemize ticket prices, taxes, and issuance fees. The total price should not exceed the published rates of the respective airline.

5. Cancellations and Refunds:

- If the contracting authority cancels a ticket less than 48 hours before departure, the full ticket cost will apply.
- For airline-initiated cancellations, the service provider must ensure refunds for unused segments within seven days.
- In case of cancellation more than 48 hours prior to departure, the service provider shall explore and apply any available refund or rebooking options as per the airline's policies.
- For partially used tickets, the service provider must seek reimbursement for unused portions and provide the contracting authority with all refund-related documentation.
- In cases where the contracting authority requests a change in travel dates or routes, the service provider shall facilitate the changes and inform the contracting authority of any additional costs or penalties imposed by the airline.
- The service provider must promptly communicate with the airline to secure waivers or reduced penalties for cancellations or changes, where applicable.

VII. BREACH OF CONTRACTUAL OBLIGATIONS

Article 7.

If the service provider does not fulfill its obligations, the contractual orphan will invite it in writing to act according to the provisions of this agreement.

If the service provider does not comply with the written warning referred to in paragraph 1 of this article, nor within the specified subsequent deadline, the contracting authority reserves the right to unilaterally terminate this framework agreement and demand compensation for the resulting damage.

The service provider is also obliged to pay to the contracting authority any damage caused to it or suffered due to the delay in the delivery of airline tickets.

If one of the contractual parties does not comply with the provisions of this agreement, the framework agreement can be partially or completely terminated even before its expiration, with the prior settlement of all obligations established based on this framework agreement.

The parties to the agreement have agreed that in any case the notice period under this agreement is regulated in accordance with the applicable legal regulations.

VII. OTHER PROVISIONS

Article 8.

For everything that is not regulated by this framework agreement, the corresponding provisions of the Law on Obligations will be applied.

Article 9.

The provisions of this agreement cannot be changed after its conclusion.

Article 10.

This framework agreement enters into force on the day of its signing by both contracting parties and is valid for one year from the signing of the agreement or until the maximum financial value including taxes is spent.

Article 11.

All possible disputes will be resolved by the contracting parties peacefully, and if this is not possible, the Court of Bosnia and Herzegovina in Sarajevo is competent to resolve the dispute, in accordance with the headquarters of the contracting authority.

Article 12.

This framework agreement is made in four (4) identical copies, two (2) for each contracting party.

For DPPI SEE:

For Supplier/Service Provider:

Head of the DPPI SEE Secretariat Prof. Dr. Rade Rajkovchevski

Number:

Sarajevo, 13.01.2025

Note:

Bidders are obliged to sign and certify the draft framework agreement with the company's seal and submit it in their bid.

ANNEX 6.

CONFIDENTIAL INFORMATION

Confidential information	Page numbers containing confidential information in the bid	Reasons for confidentiality of these information	Time period for confidentiality of these information
[Provide description of the information]	[List relevant page numbers]	[Provide reasons for confidentiality]	[Specify period of time for confidentiality]

Name and surname of the bidder's representative _____

Signature and Stamp of the Bidder_____

<u>Note:</u>

Information prescribed in Article 11, Paragraph 1 of the Law or Point 25 of the Tender Documentation cannot be considered confidential.

If the bidder does not submit this form or submits an incomplete form, it will be assumed that their bid does not contain confidential information, and the bid will not be declared unacceptable on that basis.