



Maršala Tita 25, 71000 Sarajevo

Ref: 150-15-4-2230-11/19 SR
Sarajevo, 30.12.2019

CGI IT UK Limited
250 Brook Drive, Gren park
Reading, RG2 6UA
England

RE: Invitation for the Bid submission in the negotiation process for the procurement of the service – the maintenance of the Real Time Gross Settlement systems, by the negotiation process without a notification announcement

Dear Madame/Sir,

According to the Decision of the Central Bank of Bosnia and Herzegovina on starting the process of the public procurement of services – **The maintenance of the Real Time Gross Settlement system, by the negotiation process without a notification announcement**, we hereby invite you to submit your Bid.

1 Description of the Subject of Procurement

The subject of this process is the procurement of services – **The maintenance of the Real Time Gross Settlement system**, according to the technical specification provided in **Annex III**.

The total estimated value of the procurement is: KM 1,500,000.00.

Designation and name from the single public procurement vocabulary: 50324100-3 – services of system maintenance.

2 Contents and the Way of Preparing the Bid

The Bid together with the relevant documentation shall be prepared in English. In preparing the Bid, the Bidder has to adhere to the requirements and conditions from the Tender Documentation. The Bidder cannot change or supplement the wording of the Tender Documentation.

The Bid has to include the following:

- The Statement on the Fulfilment of the Conditions from Article 45 – Annex I
- The written Statement from Article 52 – Annex II
- Annex III
- Annex IV

3 The way of submitting the Bid and the Bid validity

The final deadline for submitting the Bid is **January 8th 2020, until 12.00 hours (GMT+1)**. The Bid shall be submitted at the address: halid.tvico@cbbh.ba; sasa.lemmez@cbbh.ba

4 Currency of the Bid

The Bid price shall be denominated in EUR.

5 In order to be qualified for the Contract assignment, it is necessary that you meet the conditions from Article 45 of the Public Procurement Law, so the Bidder is obliged, with purpose of proving the personal ability, to prove that:

a) it has not been convicted by the valid judgment in criminal proceedings for the criminal offences of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in Bosnia and Herzegovina or the country where it is registered;

b) it is not bankrupt or not subject to bankruptcy proceedings, except in case of the existence of the applicable decision on the confirmation of the bankruptcy plan, or it is subject of liquidation process, i.e. is in the process of suspending the business activity, according to the applicable regulations in Bosnia and Herzegovina or the country where it is registered;

c) it has fulfilled the obligations related to the payment of the pension and disability insurance and health insurance, in accordance with the applicable regulations in Bosnia and Herzegovina or the country where it is registered;

d) it has settled the obligations related to the payment of direct and indirect taxes, in accordance with the applicable regulations in Bosnia and Herzegovina or the country where it is registered.

With purpose of proving the requirements from points a) to d), the Bidder is obliged to submit **the filled in statement**, which is the integral part of this Tender Documentation (**Annex I**).

6 Disqualification on the Basis of Conflict of Interest or Corruption

According to Article 52 of the Public Procurement Law, the contracting party is obliged to decline the Bid if the Applicant/Bidder has given or is willing to give bribe to the current or former employee of the contracting party in the form of money or in any non-pecuniary form, with the aim to influence an action, decision or the development of the public procurement process.

Related to this, each Applicant/Bidder is obliged to submit, with the application for participation, also a special written statement declaring that it has not offered bribe or participated in any actions aimed at corruption in the relevant public procurement.

Applicant/Bidder is obliged to prepare the mentioned statement and submit it according to the form from (**Annex II**) of this Tender Documentation, verified and signed by the Applicant/Bidder.

In case the Bid is submitted by a group of Applicants/Bidders, the mentioned statement is submitted by the Lead Applicant/Bidder in the group – the authorised representative of the group of Applicants/Bidders for all the members of the group of Applicants/Bidders.

7 The Cost of the Bid and Takeover of the Tender Documentation

The cost of preparing the Bid for the participation and submission of the Bid shall be entirely born by the Applicant/Bidder.

This Tender Documentation shall be forwarded to the Bidder.

Note: All the interested Bidders, who take over this Tender Documentation from the web site of the contracting party, are obliged to send the information on the Bidder (name, seat, contact address, telephone and email) by e-mail: sanja.romic@cbbh.ba and email: sanela.mahmutovic@cbbh.ba for communication during the procurement process and possible delivery of notices, replies to enquiries, information on possible received complaints and similar.

8 Correction and/or Amendment of Tender Documentation, Requests for Clarifications

Applicants/Bidders may require, in writing, an explanation of the Tender Documentation from the contracting party.

The contracting party will prepare a reply in writing and submit it to all the Applicants/Bidders who have taken over the Tender Documentation or about whom he has the information that they have taken it over in one of the ways defined by this Tender Documentation within three days, and not later than five days before the expiry of the deadline for submitting Bids, but the name of the business entity who required the explanation shall not be mentioned in the reply on the clarification.

The contracting party may, at any time, and not later than 5 days before the expiry of the deadline for the submission of the Bids/applications for participation, for justified reasons, either at his own initiative, or as a reply to the request of a business entity for explanation, or according to the order of the BH Procurement Review Body, change the Tender Documentation. He is obliged to inform on all the amendments of the Tender Documentation all the potential Applicants/Bidders about whom he is aware that they have taken over the Tender Documentation in one of the ways mentioned in this Tender Documentation.

In case the amendment of the Tender Documentation is such that the preparation of the Bid/application for participation will require some additional time, he is obliged to prolong the deadline for the receiving of the Bids/applications for participation, as adequate to the amendments made, by 7 days at least.

9 Negotiation Process

After the Commission examines the submitted Bid and the documentation and concludes that the qualifications are met, it will arrange the negotiations with your representative, by electronic way (mail).

The negotiations will be arranged on **January 8th 2020 beginning at 14.00 hours (GMT+1)**, when the authorised representative of the Commission conducting the negotiations will contact you by the e-mail.

We request the obligatory presence of your company authorised representative who shall communicate with the relevant Commission in the above mentioned time!

10 Submission of the Final Bid

After completing the negotiations, the Commission will send a request by e-mail to the authorised person of the Bidder who is authorised to negotiate with the Commission, for the submission of the final Bid.

After receiving this request, the Bidder is obliged to submit the final Bid, or to confirm that the first offer may be considered as final.

11 Contract Assignment Criteria

The criterion for assigning the Contract is the lowest price.

8 Contract Assignment

The criterion for assigning the Contract is the lowest price.

13 Annexes

- I. Statement,
- II. Statement,
- III. Technical specification.
- IV. Form for the Bid price

The statement of the fulfilment of the conditions from Article 45 paragraph (1) points from a) to d) of the Law on Public Procurements (Official Gazette of BiH, 39/14)

I, the undersigned _____ (name and family name), with personal identification card no: _____ issued by: _____, as a representative of the business company or economic activity or similar activity, i.e. a representative of the Bidder: _____ (to state the position, the name of the business company or economic activity or similar activity), ID number: _____, the seat of which is in _____ (town/municipality), at the address _____ (street and number), as a candidate/Bidder in the public procurement of the RTGS system maintenance services, which is carried out by the Central Bank of Bosnia and Herzegovina, according to Article 45 paragraphs (1) and (4) **with full material and criminal responsibility**

HEREBY DECLARE

Applicant/Bidder _____ in the mentioned process of public procurement, which I represent:

- a) Has not been convicted by the court sentence in criminal proceedings for the criminal offences of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in BH, or the country where it is registered;
- b) Is not bankrupt or subject to bankruptcy proceedings, or subject of liquidation process;
- c) Has not failed to fulfil the obligations relating to the payment of pension and disability insurance and health insurance, in accordance with the applicable regulations in BH or in the country where it is registered;
- d) Has not failed to fulfil the obligations relating to the payment of direct or indirect taxes, in accordance with the applicable regulations in BH, or in the country where it is registered.

As per above I am aware of the liability of the Applicant/Bidder to deliver, in case of awarding the Contract, the documents from the Article 45, paragraph (2) points a) to d) at the request of the Contracting party and in the deadline defined by the Contracting party pursuant to the Article 72 paragraph (3) point a).

Further on, I declare that I am aware that the counterfeiting of the official document, i.e. use of inaccurate official or business document, book or file in the business or activity, as they are accurate, represent the criminal act defined by the Criminal Code in BH, and that the presentation of incorrect data in documents trying to prove the personal capability as specified under Article 45 of the Public Procurement Law represents the law offence, sanctioned by the fines from KM 1,000.00 to KM 10,000.00 for the Bidder (legal person) and from KM 200,00 to KM 2,000.00 for the responsible person of the Bidder.

I also declare that I am aware that the Contracting party which carries out the mentioned process of public procurement according to Article 45 paragraph (6) of the Public Procurements Law, in case of doubting the correctness of the data provided by this Statement, reserves the right to check the accuracy of the presented information with the competent authorities.

The Statement provided by:

Place and date of giving the Statement:

Signature and seal of the competent authority (certification of the municipality or notary):

P.S.

**WRITTEN STATEMENT FROM THE ARTICLE 52 OF THE PUBLIC
PROCUREMENT LAW**

I, the undersigned _____ (name and family name), with personal identification card no: _____ issued by: _____, as a representative of the business company or economic activity or similar activity, (of the Bidder) _____ (to state the position, the name of the business company or economic activity or similar activity), ID number: _____, the seat of which is in _____ (town/municipality), at the address _____ (street and number), as a candidate/Bidder in the public procurement of the RTGS system maintenance services, which is carried out by the Central Bank of Bosnia and Herzegovina, according to the Article 52, paragraph (2) of the Public Procurement Law, **with full material and criminal responsibility**

HEREBY DECLARE

1. I have not offered a bribe to any person involved in the public procurement process, at any stage of the public procurement process.
2. I have not given or promised a gift or other benefit to an official or responsible person in the Contracting party, including a foreign official person or an international official, in order to perform in the framework of official competencies, the action that he should not perform or to refrain from performing the actions that should be performed by him or by 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 official or responsible person in the Contracting party, including a foreign official person or an international official, in order to perform in the framework of his official competencies, the actions that he should perform or refrain from performing the actions which should not be executed.
4. I have not been involved in any activity aimed at corruption in public procurement.
5. I have not participated in any action that is aimed at corruption in the course of the procedure of the public procurement.

By giving this Statement, I am aware of the criminal liability provided for offences of receiving and giving bribe and criminal offences against official and other responsibilities and duties as provided under the Criminal Code of Bosnia and Herzegovina.

The Statement provided by:

Place and date of giving the Statement:

Signature and seal of the competent body:

_____ P.S.

Technical specification

SUBJECT OF THE PROCUREMENT

Having in mind that in question is complex system crucial for the operations of the payments systems, the subject of maintenance includes the complete maintenance of the Real Time Gross Settlement System as a whole. The System includes the following functional entities:

- CGI licenced products
- Licenced products of the third parties
- Equipment

MAINTENANCE

a) Maintenance of the systems includes:

1. Maintenance of CGI licensed products

Requires maintenance of the functionality of the supplied software and delivery of new versions of the software in order to provide:

- faults corrections
- Improvements in functionality and performance,
- retaining of compatibility with new versions of operating systems and SWIFT software
- compliance with European or national regulations.

New versions of the software will minimally contain all the functionality of the previous versions, unless otherwise agreed.

The maintenance services should also include on-site installation of new versions of the software on the primary and DR sites on weekends, as well as on-site support during the first day of live operations with the new version of CAS LCSS software.

2 Maintenance of Third Party Licensed Products

The maintenance of third party licensed products requires:

- Regular application of security and functional patches
- Upgrade of the operating system versions according to the necessary operating needs,
- Configuration / Optimization - configuration of all systems related to ensuring backup of all components, configuration of sending logs to SIEM solution, creation of new and maintenance of existing virtual machines on the equipment which is the subject of this Contract.

3. Maintenance of Equipment

Requires regular inspection of the equipment, necessary firmware upgrades, and replacement of defective equipment within two (2) business days with the presence of a qualified person involved, who will replace the necessary parts at the location of defective equipment.

b) Maintenance period

The required system maintenance period is three years, starting on 8 December 2019 to 7 December 2022.

c) Maintenance conditions are:

1. Securing remote access

Given that in question is support for important Central Bank systems, and it is necessary for them to be recovered in the event of a failure as soon as possible to allow the quality and prompt maintenance, the Central Bank will provide a protocol for remote access during the resolution of potential failures or system reviews .

2. Regular system inspections

Requires regular inspection of all systems and associated hardware at least twice a month. The Minutes on inspection will be made.

3. System recovery time

The functional recovery of the system is a maximum of two (2) hours, on primary or spare equipment or at the DR location depending on the type and volume of the failure. Moving to a backup equipment or DR site involves using a prepared protocol to transfer the system operations.

A fatal error is a fault with consequences: the system is not operable, the loss of key functionality under normal conditions, or a serious security risk.

A critical error is a fault that has consequences: reduced functionality that affects the entire system, reduced system capacity, or rare interruptions in system availability.

4. System support time

- Active support every weekday from 7:30 - 17:00 GMT + 1. All reported failures within working hours will be processed and the recovery procedure initiated within the same business day according to the defined functional recovery conditions,
- Working day means all days from Monday to Friday except 1 and 2 January and 1 and 2 May.

5. Establishing a list of persons in charge of support

The list of persons in charge of maintaining the system will be periodically adjusted between the Contracting Parties.

6. Local support

The involvement of a local system support firm is required.

7. Addresses of the CBBH buildings where the System is installed:

Main site: Mehmeda Spahe 3, Sarajevo

DR site: Vidovdanska 19, Banja Luka

8. Provision of access to the source code - Within the maintenance services, the source code of the current version of the LCC CAS software must be deposited with the company providing these services.

SYSTEM SPECIFICATION

a) CGI Licensed Products

1. LCSS Central Accounting System (LCSS CAS) version 3.80 or subsequent versions and related documentation. The functions supported by this Licensed Product will be specified in the corresponding edition of the Functional Specifications.

2. LCSS Central Accounting System (LCSS CAS) version 3.80 or later and related documentation for the following licensed product options.

- File Account Transfer.
- General Ledger Export
- End of Day Netting
- Multiple Standby Database (MSDB).

b) Licensed products of the third party

Following software of the third party is support to LCSS CAS operations:

1. Oracle TUXEDO Enterprise Transaction Processing System.
2. Informix's On-line Relational Database Management System (RDBMS), TP/XA, and Embedded SQL for C.
3. Licences for the use of TUXEDO and Informix shall be granted pursuant to the permit of their owners, Oracle and IBM, respectively. The CBBH shall bound itself to adhere to the licence terms and conditions of the owners.
4. Informix Connect 3.70 licence are needed for the support of 8 CAS workstations.
5. AIX 7 Standard Edition.
6. PowerVM Standard Edition.

HARDWARE

Table below features the hardware description:

SARAJEVO 2 x Server IBM Power System IBM S822, Model: 8284-22A

BANJA LUKA 2 x Server IBM Power System IBM S822, Model: 8284-22A

Technical specification of server is as follows:

Model	Description	Total (pcs)
8284-22A	Server IBM Power System IBM S822, Model: 8284-22A	
	1 x 4-Core 3.02 GHz POWER8 processor 64 GB DDR3 or of DDR4 memory 9 x 300GB 15k RPM SAS SFF-3 disc drive SAS/SATA integrated controller SAS RAID Enablement 1 x DVD RAM drive 1 x PCIe2 LP 4-port 1GbE Adapter 1 x PCIe LP 8Gb 2-Port Fibre Channel Adapter 2 x USB 3.0 ports for general use 2 x USB 2.0 ports for FSP service processor 2 x Hardware Management Console (HMC) ports 1 x serial port Redundant hot-swap supply Redundant hot-swap fans Service processor Rack mountable	4

FORM FOR THE BID PRICE

The name of the Bidder: _____

Bid no. _____

Product	Maintenance Period	Maintenance Amount	Maintenance Year
CAS Annual M&S	December 8, 2019- December 7, 2020		Year 1
CAS Annual M&S	December 8, 2020- December 7, 2021		Year 2
CAS Annual M&S	December 8, 2021- December 7, 2022		Year 3
Total Amount For Three-Year Commitment			

Note:

1. The prices need to be specified in EUR. The price has to be specified for every item in the Bid.
2. The price of the Bid is presented without VAT and it includes all the fees, which the Contracting party should pay to the supplier. The Contracting party must not have any additional costs except for those specified in this Form. According to the applicable regulations, the VAT on services is not charged.
3. In case of the difference between the unit price and the total amount, the correction will be carried out according to the unit prices.
4. The unit price of the item is not considered a calculation error, i.e. it cannot be corrected.
5. **Along with this Form for Bid Price, mandatory including a total service at annual level, paid to the supplier, the supplier is liable to deliver the General Price List of the Services and Fees, for the information sake, which shall be the integral part of the Contract.**

Signature and seal of the Bidder _____