



REPUBLIC OF SLOVENIA  
**MINISTRY OF DEFENCE**

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**INVITATION TO TENDER**

**for**

**the award of a public contract**  
**following a negotiated procedure with prior publication notice**

**for**

**purchase and provision of**

**TACTICAL JTAC SIMULATOR**  
**MORS 190/2017-ON-PSPs**

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**NAROČNIK:**

**Republic of Slovenia, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana**

**I. INVITATION**

**1. INVITATION TO SUBMIT A BID**

You are hereby invited to submit a Bid in response to this Invitation to Tender issued in accordance with a negotiated procedure with prior publication notice for the purchase and provision of the tactical Joint Terminal Attack Controller (JTAC) simulator.

This public procurement procedure will be carried out in accordance with the provisions of the Public Procurement for Defence and Security Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14-ZDU-11, and 52/16 hereinafter "ZJNPOV").

**2. REFERENCE NUMBER AND SUBJECT OF TENDER**

Reference number: MORS 190/2017-ON-PSPs.

Subject: Purchase and provision of the tactical JTAC simulator.

The technical specifications for the subject of this public tender are laid down in Chapter V. – Technical specifications.

The Bid to be submitted shall refer to the entire public contract.

**3. BID SUBMISSION**

The Bids must be submitted to the following address: Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana, Slovenia **by 16 November 2017, 12:00 (noon).**

The Contracting Authority's main administrative office where Bids may be submitted in person is open Monday through Friday from 09:00 to 13:00 hrs.

Any Bid submitted after the closing date for submission as specified above will be returned to the Bidder.

Any Bidder is entitled to withdraw his Bid at any time during the procurement procedure.

**4. TIME AND PLACE OF BID OPENING**

Public opening of the Bids submitted will be held at Ministry of Defence, Logistic Directorate, Vojkova 59, 1000 Ljubljana on **17 November 2017, 10:00 hrs.**

**5. SITE VISIT**

In order to facilitate easier Bid preparation, prior to the closing date for Bid submission, a site visit will be held for all potential Bidders to survey the respective premises and ask questions to clarify any doubts. The site visit will be limited solely to the Bidders that provide the simulator subject to this

Invitation to Tender, which should be evident from the information provided in each Bidder's notice of intent to attend the site visit.

**The site visit will be held at the Military Post Jernej Molan, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, on 25 October 2017, 10:00hrs.**

The site visit will be limited to two (2) representatives per Bidder.

No less than three (3) days prior to the date of the site visit, each interested Bidder must notify [jozica.glavan@mors.si](mailto:jozica.glavan@mors.si) of his intent to attend the site visit. No Bidders will be allowed to visit the site without such prior notice.

## 6. BID VALIDITY

Any Bid, inclusive of all documentation relating thereto, shall be valid for a period of 120 days from the closing date for bid submission; the Bidder will confirm agreement therewith by submitting the Bid.

If, due to objective circumstances, the contract is not signed during the bid validity period, the Contracting Authority may request a Bid validity extension, however, the extension is not to exceed 60 days. All requests and replies thereto are to be submitted in writing.

## 7. ESTIMATED DATE OF DELIVERY

The simulator is expected to be delivered within 6 months including the related trainings; the system set-up and the self-accreditation procedure are estimated to be completed within 12 months from the date both signatures have been affixed on the contract or as specified in the Bid selected. The Supplier must provide Initial Support during the first two years (24 months) of simulator operation (starts from the quality acceptance procedure).

## 8. PLACE OF DELIVERY

The selected Bidder shall deliver the goods ordered to: Military Post Jernej Molan, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia.

## 9. TERMS OF PAYMENT

The Contracting Authority will make payments as follows:

- Phase 1: 90% of the total bidding price following delivery to the location stipulated under the Contract,
- Phase 2: 10% of the total bidding price following the completion of the system's self-accreditation procedure (within 6 months of the delivery of the goods).

The Contracting Authority shall pay the e-invoice **on the 30<sup>th</sup> day** counting from the first day after the day of the official receipt of the invoice, which shall serve as the basis for payment, at the Contracting Authority's address: Ministrstvo za obrambo, Direktorat za logistiko, Sektor za nabavo, Vojkova cesta 55, 1000 Ljubljana, Slovenia.

*E-invoice shall be used by the Slovenian legal entities only, foreign Bidders shall submit their invoices in .pdf format to: [glavna.pisarna@mors.si](mailto:glavna.pisarna@mors.si).*

## 10. CONTRACT AWARD DECISION

The Contracting Authority shall publish the contract award decision on the Public Procurement Portal. The decision shall be deemed served upon the day of the said publication.

## 11. CONCLUSION OF CONTRACT

Pursuant to Paragraph 5, Article 77 of the ZJNPOV, the Contracting Authority shall conclude a contract with the selected Bidder for the entire public tender after the decision on the public contract award takes effect.

## 12. RIGHT TO CANCEL AND WITHDRAW FROM PUBLIC PROCUREMENT PROCEDURE

Pursuant to Article 77 of the ZJNPOV, the Contracting Authority reserves the right to terminate the public procurement procedure at any time without any liability to the Bidders participating in the procedure or the Bidders intending to participate.

## 13. ANTI-CORRUPTION CLAUSE

Any contract in which a person promises, offers or gives any undue advantage to the representative or agent of a public sector body or organization on behalf or for the account of another contracting party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of contractual obligations or for the purpose of any other act or omission, which causes a public sector body or organisation damage or by which the representative or the agent of the public sector body or organisation, the other contracting party or its representative, agent or intermediary are put in a position to obtain an undue advantage, shall be deemed null and void.

## II. BID PREPARATION

### 1. APPLICABLE REGULATIONS FOR IMPLEMENTATION OF PROCEDURE

Procedures to be used shall comply with the applicable Act and implementing regulations that govern public procurement in the field of defence and security, the applicable legislation that regulates public finances, and regulations which apply to the subject of the public procurement procedure.

### 2. BID LANGUAGE, FORM AND CONTENT REQUIREMENTS

- 2.1 The Bid shall be drawn up in the Slovenian or English languages. The bidding values (prices) shall be quoted in EUR. The Bidder shall submit the required technical data relating to the services offered in the Slovenian or English language, should these be in any other foreign language, translation into English or Slovenian must be enclosed.
- 2.2 The Bid and all documentation relating thereto shall be submitted on A4 format paper in a suitable envelope, which shall be marked as follows: in the bottom right corner, the Contracting Authority's address should be written; the upper left corner should include the following: **»NE ODPIRAJ, PONUDBA; MORS 190/2017-ON-PSPs; JTAC SIMULATOR«**. The reverse side of the envelope must contain the Bidder's full address. All markings must be written in legible capital letters. Should the Bidder fail to submit the Bid in accordance with the instructions above, the Contracting Authority takes no responsibility for a possible misplacement or preliminary opening of the Bid.

2.3 For the purposes of an easy review, the Bidder should submit the bidding documentation bound together in a folder in the following manner

2.3.1 Chapter III. –Methodology for verifying the bidder's competence to perform the contract - shall include all the required appendices and other documents in the order stated.

2.3.2 The folder should not include Chapter I. – Invitation to tender, Chapter II. – Bid preparation and Chapter IV. – Bid evaluation.

Compliance with the bidding documentation ordering as described under 2.3 above will not be used as a criterion for Bid rejection.

### **3. QUERIES RELATING TO TERMS AND CONDITION INCLUDED IN THIS INVITATION TO TENDER**

If the prospective Bidder needs an explanation of terms or requirements included in the Invitation to Tender, he can send his queries, in writing, to <http://www.enarocanje.si> no later than **10 (ten)** days prior to the closing date for bid submission.

The Contracting Authority will publish his answers on the same web page no later than **6 (six)** days prior to the closing date for the submission of the Bid.

### **4. SCOPE AND BID AND ALTERNATIVE BIDS**

The Bid to be submitted shall refer to the entire public contract. Alternative bids shall not be accepted, the Bidder may submit only one Bid. Should a Bidder submit more than one Bid, all his Bids will be disqualified.

### **5. BIDDING PRICE**

The Bidder shall complete "Appendix 2: Bid - price" as follows:

- All prices must be quoted in EUR, per unit, exclusive of VAT, rounded to at least two decimal places, otherwise the Contracting Authority will round the offered price to two decimal places following the basic rules of rounding.
- VAT in EUR shall be calculated in accordance with the applicable legislation, foreign bidders shall not include VAT – VAT shall be calculated and paid by the Contracting Authority following the delivery.
- The price must be inclusive of all costs, including discounts and fees, i.e. all costs the Contracting Authority will be bound to pay to the Bidder.
- The Contracting Authority shall not acknowledge any subsequent costs.
- The price must be calculated for payment on the 30<sup>th</sup> day from the official receipt of the e-invoice, taking into account that the deadline for payment will begin on the following day after the day of receipt of the document at the Contracting Authority's premises. The price offered must be valid for the duration of the Bid validity.
- Total bidding price for all required services must be quoted.
- The prices must include delivery terms DDP (INCOTERMS 2010): Military post Jernej Molan, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia or elsewhere as agreed with the Contracting Authority.
- All prices shall include packaging. The packaging of the delivered goods shall provide full protection against mechanical, chemical and other damage during the transport.

### **6. CALCULATION ERRORS**

Each Bid shall be checked for calculation errors, which will be corrected in accordance with Paragraph 4, Article 74 of the ZJNPOV.

## **7. BID EVALUATION AND PROCEDURES RELATING TO VERIFICATION OF BIDDER'S COMPETENCE**

General and specific terms and conditions to acknowledge the competence and the evidence in support thereof, are listed in Chapter III - Methodology for verifying the Bidder's competence to perform the public contract.

The Bids submitted will be evaluated as specified in Chapter IV. – Bid evaluation.

## **8. SUBCONTRACTORS**

The Bidder shall be solely contractually liable to the Contracting Authority for the performance of the services subject to the Contract irrespective of the number of his subcontractors.<sup>1</sup>

Should the Bidder perform the contract through his subcontractors, the provisions of ZJNPOV shall apply.

## **9. JOINT BIDDING**

The legal document governing a joint bid submission must delineate each bidder's specific duties and responsibilities related to the Contract performance. Irrespective of the foregoing, the bidders shall be indiscriminately and jointly liable to the Contracting Authority for the performance of the entire Contract. The said legal document should include the following: the names of the partners submitting the joint bid, who is the group leader, parts of the contract to be performed by each group member, terms of payment (through the group leader or to each group member separately) and any other rights and liabilities that members of the group may have to each other. The joint bidding agreement must be duly dated, stamped and signed by each member of the joint bidding group.

Should a group of bidders submit a joint bid, each and every bidder must satisfy the conditions set in Chapter III., under sections on: bidder's details; basic suitability and umbrella statement. Therefore, each and every bidder of the group must submit the required documents related thereto individually.

Other conditions set in Chapter III. under sections on: bid and legal document on joint bidding, draft contract, technical specifications and staffing suitability may be satisfied cumulatively, therefore, all partners in the joint bidding group will submit the documents related thereto as a group, however, the documents must be signed by each partner.

## **10. BIDDING COSTS**

All costs related to the preparation and submission of the Bid shall be borne by the Bidder.

## **11. ACCESS TO BIDS AND PROFESSIONAL SECRECY**

The Contracting Authority will allow access to the selected bid upon request. The access procedure will be conducted in compliance with Paragraph 3, Article 17 of ZJNPOV, please note that the Contracting Authority is not obliged to inform the selected Bidder thereof or invite him to participate in the procedure.

Pursuant to the Companies Act (Official Gazette of the Republic of Slovenia, no. 65/09-UPB, with amendments and modifications), it is the Bidder's responsibility to define which parts of the Bid constitute a professional secret or are deemed competitive advantage by drawing up a formal document on this decision. It should be evident from this document that the decision had been signed prior to the Bid submission closing date. Should a bidder be invited to supplement his bid, the decision

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<sup>1</sup> »Subcontractor means any economic operator, either a legal entity or a natural person, who enters into a subcontract with the contractor with whom the Contracting Authority concludes a contract in compliance with ZJNPOV in order to carry out the contract provisions, supply goods, deliver services or construction works closely related to the contract performance.

document relating to the above-mentioned information should be signed prior to the Bid supplement submission closing date.

Irrespective of the above-mentioned, the following information shall be deemed public: price per unit, and the total bidding value. Should the selection process be based on the criterion of the most economically advantageous bid, the information deemed public shall also include any information that may affect the ranking of the submitted bids with respect to other criteria applied provided the said information has not been deemed confidential.

### **III. METHODOLOGY FOR VERIFYING THE BIDDER'S COMPETENCE TO PERFORM THE CONTRACT**

The Bidder shall fulfil all conditions stated in this Chapter. In order to prove that it fulfils the conditions, the Bidder must enclose supporting documents, as defined after each condition listed below. Photocopies of documents required may be submitted unless specified otherwise. The forms - statements to be submitted by the Bidder are included herein. The Bidder's declarations must be submitted in writing, signed by the Bidder's authorized person and stamped. The documents submitted must be updated to reflect the Bidder's most recent situation.

The Contracting Authority reserves the right to access the original documents.

Pursuant to Paragraph 1, Article 72 of the ZJNPOV, the Contracting Authority reserves the right to verify the existence and the content of the most advantageous Bid either prior to adopting the contract award decision or, at the latest, prior to concluding the contract.

Pursuant to Paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB), prior to the conclusion of a contract with the value exceeding EUR 10,000.00, exclusive of VAT, in order to ensure that the business transaction is transparent and free from risks of corruption, the Bidder undertakes to provide the information on its founders, partners, silent partners, shareholders, limited partners or other owners as well as information on ownership shares of the above-mentioned persons, economic operators, which, in accordance with the Companies Act, are considered affiliated companies, by submitting the aforementioned information on the template included herein, upon receipt of the Contracting Authority's request related thereto. Should the Bidder submit an incorrect statement or untrue information thereon, the contract shall be considered null and void.

#### **1. BIDDER'S DETAILS AND BID**

##### **1.1 The Bidder shall enclose the information required.**

###### **EVIDENCE:**

- Completed, signed and stamped **Appendix 1** – Bidder's Details.

##### **1.2 The Bidder shall complete the form Bid-price, where he will quote the bidding prices in accordance with the requirements set forth in Chapter II.**

###### **EVIDENCE:**

- **Completed, signed and stamped** form in **Appendix 2** – Bid.
- Price specification of the total value of the simulator (the specification shall include the value of the simulator, trainings, assistance visits (number of visits), basic support provided within the 2 year's period, etc.)

##### **1.3 The Bidder shall confirm the Umbrella Statement.**

**EVIDENCE:**

- **Completed, signed and stamped** form in **Appendix 3** – Umbrella Statement.

**2. BASIC SUITABILITY**

- 2.1 The Bidder and his legal representatives, if these are legal persons, have not been convicted by a final judgment of the acts under Paragraph 1, Article 32 of the ZJNPOV.**

**EVIDENCE:**

- **Completed, signed and stamped** form in **Appendix 4** – Statement under criminal and material liability as a declaration on oath confirming that the Bidder and his legal representatives, **if these are legal persons**, have not been convicted by a final judgment of the acts defined in Paragraph 1 of Article 32 of the ZJNPOV (for each individual legal representative) and the authorization to access criminal-records data (for each individual legal representative);
- **Completed, signed and stamped** form in **Appendix 4A** – Certificate from the criminal records of natural persons for all legal representatives listed in Appendix 4, with all the information requested. Please note that this form is to be completed by Slovenian Bidders only.
- **Completed, signed and stamped** form in **Appendix 4B** – Certificate from the criminal records of legal persons, with all the information required. Please note that this form is to be completed by Slovenian Bidders only.

If a Bidder intends to perform the Contract through subcontractors, the conditions as specified in 2.1 must also be fulfilled by the subcontractor.

**Foreign bidders/subcontractors shall submit a supporting document issued by a competent body, confirming that the Bidder/subcontractor and his legal representatives have not been convicted by a final judgement of the acts listed above. If this is not possible, the bidder must submit his own statement in writing, under criminal and material liability, declaring that the country of the Bidder/subcontractor does not issue such supporting documents and stating that his legal representatives have not been convicted by a final judgement of the criminal acts listed above.**

- 2.2 The Bidder has not been disqualified from participating in public contract award procedures due to being placed onto the list of bidders with negative references under Article 73 of the ZJNPOV or Article 110 of Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 91/15) on the closing date for bid submission, and has not been, in the last 3 years prior to the deadline for submitting the Bid, fined twice for an offence related to payment of work with a final decision of a competent authority of the Republic of Slovenia or another Member State or a third country.**

**EVIDENCE:**

- **Completed, signed and stamped** **Appendix 5** – Statement under criminal and material liability.

If a Bidder intends to perform the Contract with subcontractors, the conditions set under 2.2. must be fulfilled by each and every subcontractor.

**Foreign bidders/subcontractors shall submit the supporting evidence issued by a competent authority of a country of their head office, declaring their status with respect to the condition under 2.2. Should this not be possible, the Bidder/subcontractor shall submit his own statement in writing, under criminal and material liability, declaring compliance with the condition in 2.2 and stating that the country of the Bidder/subcontractor does not issue such supporting documents.**



**2.3 The selected Bidder shall, upon receipt of the Contracting Authority's request that will be submitted during the procurement procedure or during the performance of the contract, within 8 (eight) days of such request, provide the information on:**

- its founders, partners, silent partners, shareholders, limited partners or other owners as well as information on ownership shares of the afore-mentioned persons,
- economic operators, which, in accordance with the Companies Act, are considered affiliated companies.

The Bidder shall submit duly completed, signed and stamped Appendix 5: Statement under criminal and material liability.

### **3. ECONOMIC AND FINANCIAL VIABILITY**

#### **3.1 Performance Bond**

No later than 20 (twenty) days after the date the contract has been concluded, the selected Bidder shall submit, by using the template in Appendix 6 enclosed herein, to the Contracting Authority **a bank guarantee or suretyship insurance for satisfactory performance of contractual obligations**, in the amount equal to 5% of the contractual value, exclusive of VAT. The performance bond shall be valid for minimum 30 days after the date foreseen for the completion of the Contract.

#### **3.2 Subcontractors**

If the Bidder intends to perform the contract with a subcontractor, the Bid should enclose:

**Appendix 7:** Subcontractor's Details, and  
**Appendix 8:** Participation of subcontractors

Pursuant to ZJNPOV, if the selected Bidder intends to perform the Contract together with one or more subcontractors, he shall conclude a subcontract with each subcontractor included in the Contract performance prior to the date the Contract is signed or during the term of the Contract.

Please note that the obligatory components of the Contract are as follows: the subcontractor's details (name, full address, registration number, VAT identification number and bank account), duties, values and scope of the contract's performance to be performed by a subcontractor.

Should the selected Bidder decide to change the subcontractor or award a subcontract to a new subcontractor, he could do so only after he has obtained the Contracting Authority's written authorization for which the Bidder has submitted all required evidence on meeting the conditions set forth in this Chapter.

### **4. TECHNICAL CONDITIONS**

**4.1 The Bidder shall guarantee that the goods offered fully conform to the Contracting Authority's requirements as laid down in this Invitation to Tender.**

**EVIDENCE:**

- Signed and stamped form in Appendix 9 – Statement of compliance with technical requirements,
- Completed Table under Chapter V, accompanied by the attachments required,
- Required technical documentation submitted,
- Timetable of delivery, training, and any other activities related to the system set-up.

#### 4.2 Codification of the product subject to this tender

The codification clause refers to the provision of the technical data required for the identification of assets within NATO codification system, therefore, this clause shall constitute an integral part of the Contract.

The codification should comply with SVS STANAG 4177 standards and should be carried out prior to handing over to the Contracting Authority of the items subject to the Contract. All codification-related costs shall be included in the price.

The Bidder shall provide all data necessary for the codification of the goods subject to this procurement procedure. Immediately after the Contract has been signed, the Bidder shall contact the unit responsible for standardisation and codification to finalize further details.

For the Supplier with the registered office in the Republic of Slovenia or any non-NATO country, the Ministry of Defence of the Republic of Slovenia / Logistics Directorate/ Armament Division/ Standardization and Codification Section, Vojkova c. 55a, 1000 Ljubljana, phone: + 386 1 471 25 27, fax.: + 386 1 471 2521, will serve as the competent codification body.

The selected Bidder shall submit a proposal inclusive of all items/positions for codification to the Contracting Authority for review and confirmation in the shortest time possible after the Contract has been signed. After the Contracting Authority confirms the suitability of the proposal of the items/positions for codification, the selected Bidder shall ensure that the codification of the said items/positions is completed prior to the deadline for the handover of the subject of the Contract to the Contracting Authority.

To this end, each Bidder shall submit his own statement issued under criminal and material liability whereby he acknowledges that if he is selected as the Supplier in this procedure, the Bidder shall fulfil all the Contracting Authority's conditions related to the codification of the items subject to this procedure.

##### **EVIDENCE:**

- **Signed and stamped form in Appendix 10 – Declaration of compliance with codification related requirements.**

#### 4.3 The Bidder shall sign and stamp the Draft Contract included in this Invitation to Tender.

##### **EVIDENCE:**

- **Signed and stamped Draft Contract – Appendix 11.**

The Bidder may propose modifications of and amendments to the contract. If a Bidder intends to propose modifications with respect to the liquidated damages and bank guarantee clauses herein, he should first ask a question related thereto in the manner specified under section 3 of Chapter II of this Invitation to Tender.

#### **IV. NEGOTIATIONS AND BID EVALUATION**

The Contracting Authority shall select the **most advantageous Bidder** for the performance of the entire contract, provided the said Bidder fulfils the conditions specified under Chapter III. – Instructions on the methods used for verifying the bidder's suitability to perform the contract. The Bid selection shall be based on the criterion of the lowest total bidding price, exclusive of VAT. The total value of the entire contract shall be taken into account.

**EVIDENCE:** Appendix 2 – BID - PRICES: TOTAL BIDDING VALUE IN EUR, EXCLUSIVE OF VAT.

Negotiations and Bid evaluation will be conducted as follows:

**Phase 1:** All Bids received shall be examined following the public opening. In this phase, the Contracting Authority will invite the Bidders that have submitted all information required for evaluation to correct any calculation errors and formal irregularities, submit any clarifications and correct any non-compliance.

**Phase 2:** the Contracting Authority and the Bidders will seek to establish alignment in respect of the implementation of the subject under this procurement procedure and conduct negotiations over the prices. During the negotiations, the Contracting Authority will announce the final round thereof in advance. The Contracting Authority reserves the right to merge Phases 1 and 2. Final negotiations may be conducted in writing.

**Phase 3:** the Bidders will submit their Final Bids.

**Phase 4:** following the public opening of the final Bids, the Bids will be ranked based on the above-mentioned criterion for Bid evaluation. The Contract Authority will examine the most advantageous Bid to establish whether the said Bid is complete. If the Bid is not complete, the Bid ranked second will be examined for the same purpose, this procedure will be repeated until the Bid being examined is deemed complete.

The Contracting Authority will conduct the above-mentioned negotiations even if only one Bid has been received.

## V. TECHNICAL SPECIFICATIONS

### GUIDELINES FOR BIDDERS

#### GENERAL

1. The technical specifications are written in English and include the Contracting Authority's minimum requirements relative to the goods. If the item offered does not meet the said minimum technical requirements, the Bid will be disqualified.
2. The goods delivered shall be new, faultless and fit for use.
3. Any relative original manufacturer's publications or proposition of the implementation of the contract and how the Bidder intends to fulfil all requirements listed below, inclusive of technical specifications and information for the user, written either in the Slovenian or any other foreign language with a official translation into either Slovenian or English attached thereto, and any imagery (where possible) that will attest to compliance with the Contracting Authority's requirements must be enclosed in the Bid.
4. Any responses submitted by the Bidder but not accompanied by the manufacturer/Bidder's respective documentation or if such documentation has not been prepared in compliance with the instructions, will be deemed and evaluated as inappropriate.

#### 2. INSTRUCTIONS ON HOW TO COMPLETE THE TABLE BELOW:

- COLUMN 1: Contracting Authority's requirements (the text must not be altered),
- COLUMN 2: Bidder's response with regard to compliance with the respective Contracting Authority's requirement wherein the Bidder shall enter the information required to confirm that the requirement in question is fulfilled (name, measures, certificates, standards, references, concept of performance, proposed solutions...).
- COLUMN 3: The number of the respective Appendix enclosed in the Bid; the Bidder shall enter the number of the Appendix attached as evidence of compliance with the Contracting Authority's requirement in question, as specified by the Contracting Authority (certificates, delcarations, references, test reports, if applicable,...)

**TACTICAL JTAC SIMULATOR**

BIDDER:	
JTAC SIMULATOR TYPE OFFERED (the entire code):	

**Table 1: Technical specifications**

Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3
<b>GENERAL REQUIREMENTS:</b>		
1. The tactical Joint Terminal Attack Controller (JTAC) simulator will be used for JTAC certification, qualification and continuation training within the Slovenian Armed Forces (SAF) Air Ground Operations School (AGOS). The school is to fulfil national and regional requirements for JTAC training. The simulator will be further used for the JTAC mission preparation training, as well as for the Joint Fires Observer (JFO) training.		
2. The tactical JTAC simulator must meet and exceed all requirements per JTAC MOA (Ref B). The following definition apply:		
2.1. Accredited Simulation System – A live or virtual environment which has been assessed and accredited by the JFS ESC for its capability to replicate day, night, laser, IR pointer, video downlink (VDL), surface to surface fire, air to surface fire and all types of CAS controls for certification and qualification training. An accredited simulation system can be used to accomplish controls identified in para 5.3.3.1. JTAC Certification Process, 5.3.4. JTAC Qualification Process and 5.4. JTAC JMTL.		
2.2. Detailed requirements for JTAC Simulation system accreditation are specified in Appendix B, Enclosures 3, 4 and 5.		
3. The tactical JTAC simulator must meet and exceed all requirements per NATO standard ATP-3.3.2.2 (Ref C). The following definition apply:		
3.1. Accredited Simulation Device - A simulator which has been assessed and accredited by the NATO FAC Standardization Team to replace a defined number of live controls, for qualification training only, in accordance with this allied standard.		

Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3
4. The provider must demonstrate its previous experience related to successful delivery and accreditation of a tactical JTAC simulator in accordance with US (Ref B) or NATO standard (ref C) in at least one NATO nation. The ability is demonstrated by a copy of valid JTAC simulator Accreditation Letter issued by respective US or NATO authorities.		
<b>FUNCTIONAL REQUIREMENTS:</b>		
5. The simulator must provide JTAC's with a high fidelity immersive training environment for JTAC and wider Joint Fires training.		
6. The simulator must be able to deliver training for:		
6.1. Type 1/2/3 Controls.		
6.2. Day and night controls.		
6.3. Laser and IR marking controls.		
6.4. Joint Fires integration with Fixed Wing, Rotary Wing, Naval Fires, and Unmanned Aerial Systems.		
6.5. Non-Permissive environment with real world most relevant air defence threats.		
7. The simulator must provide a sense of reality in the following way:		
7.1. Student position within the simulator (JTAC) is the basic element for proportion with the visual image.		
7.2. Instructor position within the simulator must be independent and separate from the student in a way not to affect his work. The instructor position must utilize HOTAS interface.		
7.3. Pilot position must allow (manually and semi-autonomously) control of multiple aircraft types, engagement of targets with aircraft weapons and switching control between aircraft.		
7.4. Student (JTAC) may be allowed to use the original JTAC equipment if practical: radios, IR pointer, laser marker, laser range finder, GPS, video downlink receiver, personal weapon, helmet, tactical vest, night vision sight.		
8. The simulator should follow the scene reality as closely as possible by:		
8.1. Dimensions of objects and their position in the image proportional to the distance and proportional with limits of human sight.		
8.2. The movement of objects proportional to time.		
8.3. Reaction of objects proportional to their technical characteristics, including observation and marking equipment used by the JTAC.		

Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3
9. The proposed JTAC simulator must meet the training criteria as described in the STANAG 3797 and JTAC MOA, with particular focus on METL and JMTL areas, where the simulator can replace training in a real environment.		
9.1. Airspace de-confliction - vertical, horizontal or time de-confliction, simulation with several aircraft including ground fire support.		
9.2. Simulation of guided and non-guided air and ground weapons.		
9.3. Simulation of "9-liner", or "Call for Fire" procedures.		
9.4. JTAC to perform "Talk On" or "Enhanced Target Description", including Battle Damage Assessment.		
9.5. JTAC to implement Digital Aided Close Air Support operation through exchange of data with the pilot, using generic tablet emulated system.		
10. The simulation must meet the criteria of NATO FAC Standardization Team (FST), as described in Standard Operating Procedures (SOP No. 0001/AC-AE-FCS/13 dated 4 March, 2013) (Ref. D).		
11. Once accredited, the simulator must be able to replace live controls (in accordance with US and NATO standards) during annual qualification for Joint Terminal Attack Controllers (JTAC).		
12. JTAC simulator must be delivered with the following terrain databases:		
12.1. For each of the following Geo typical terrains (urban, flat, mountainous, desert, moderate, littoral) with the size of not less than 50 by 50 kilometres: <ul style="list-style-type: none"> <li>DTM: DTED level 2 or other data in ERDAS format at resolution of 30m or higher</li> <li>Imagery: GeoTIFF or ERDAS format at resolution of 15m or higher.</li> </ul>		
12.2. For each of the following Geo typical terrains (urban, flat, mountainous, desert, moderate, littoral) with the size of not less than 5 by 5 kilometres: <ul style="list-style-type: none"> <li>DTM: ERDAS format at resolution of 5m or higher,</li> <li>Imagery: GeoTIFF or ERDAS format at resolution of 0.25m or higher.</li> </ul> <p>Database must include terrains in United States, Eastern Europe, North Africa, Middle East and Afghanistan.</p>		

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<p>13. JTAC simulator must be delivered with a terrain generation software tools for Esri ArcGIS for Desktop (version 10.3 or newer), to enable user to turn own geospatial data into high resolution 3D terrain model. The software must operate on a dedicated PC station with the following configuration:</p> <ul style="list-style-type: none"> <li>• processor Intel Core i7 8 core or comparable</li> <li>• 32 GB RAM minimum</li> <li>• hard disk 250 GB SSD for OS</li> <li>• hard disk 2 TB for data</li> <li>• SATA CD/DVD+/-RW drive</li> <li>• NVIDIA Quadro M4000 or comparable</li> <li>• Connections: 1 x VGA, 1x DVI, minimum 2 x USB 2.0, minimum 2 x USB 3.0, 1x keyboard, 1 x USB mouse, 10/100/1000Mbit RJ45 Ethernet</li> <li>• Windows SLO keyboard</li> <li>• Mouse</li> <li>• Windows 7 64-bit.</li> </ul>		
<b>TECHNICAL REQUIREMENTS:</b>		
<b>A. <u>SYSTEM REQUIREMENTS:</u></b>		
14. The simulator must be of a modular design, consisting of the following elements:		
14.1. Visual system in the form of dome or curved display, with diameter not smaller than 4 m.		
14.2. Equipment simulating standard dismounted JTAC equipment including PRC-117 and PRC-152 radios emulators, Laser Target Designator and Rangefinder, IR Marking Device (IZLID), Full Motion Video Terminal.		
14.3. Instructor Operating Station must be used for managing the simulator: preparation, modification, testing, execution and analysis of simulation.		
14.4. Pilot Operating Station able to control simulated aircraft autonomously or manually with or without DACAS Capability. Pilot position must be able to initiate, control and dynamically modify a mission, including the ability to control air entities that are not being controlled by the pilot		



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14.5. After Action Review (AAR) Station where the scenario can be viewed from any aspect, with time synchronized radio transmissions and full mission analysis tools. This must include Stealth view, which allows observing students to monitor the training without interruption to the JTAC student. AAR station will be located in the AGOS classroom, and will include three (3) wall mounted LED screens (at 4K resolution 3840 x 2160 pixels, diagonal 50 inches or greater).		
15. The simulator must base on scenario generating software with powerful 3D virtual environment. Software must include scenario development pack.		
16. The proposed JTAC simulator must possess a record of successful accreditation under the JFS ESC or NATO Accreditation Criteria.		
<b><u>B. HARDWARE REQUIREMENTS:</u></b>		
17. The simulator must meet the following requirements:		
17.1. Simulator horizontal field of view must exceed 180 degrees.		
17.2. Simulator vertical field of view must be 60 degrees or greater, preferably -20 degrees /+40 degrees.		
17.3. Simulator display with diameter not less than 4 meters.		
17.4. Display must provide high sense of reality by using at least four (4) High Resolution LED Projectors.		
18. If, in addition to the simulator dome, the Head Mounted Devices are proposed, then the proposed Head Mounted Devices must enable:		
18.1. Horizontal projection of full 360 degrees.		
18.2. Vertical projection from -20 to +100 degrees.		
18.3. Horizontal field of view of more than 50 degrees.		
19. Image Generator must provide visual output at 60 frames per second.		
20. Image Generator must be able to present 80 or more different entities simultaneously per viewing channel.		
21. The simulator display must provide the sufficient level of fidelity to facilitate detection, recognition and identification of objects at distances specified in JTAC MOA (Ref. B) Simulation system Accreditation Criteria (Table B.3.6, Para 1.5.4 and 1.5.5).		
22. The detection, recognition and identification distance for any object projected on any part of the display shall not drop below 80 percent of the distance required in Para 21.		

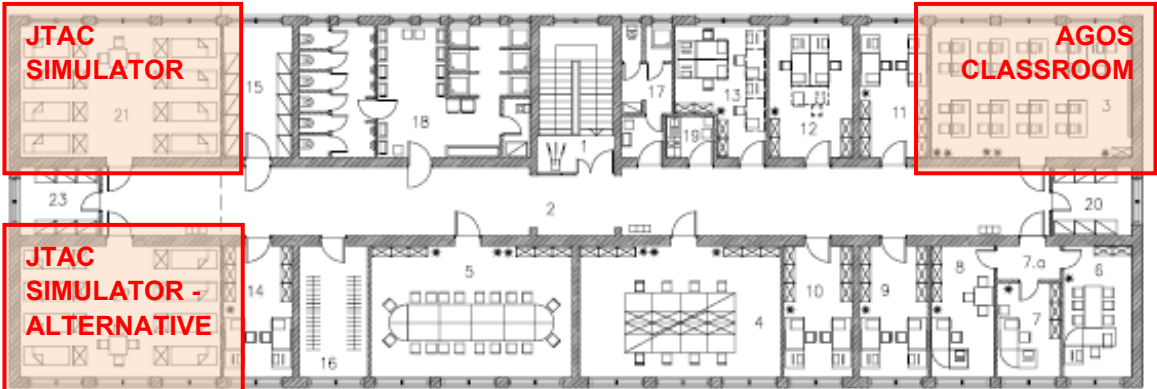
Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
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23. The simulator must provide realistic surround sounds consistent with natural and man-made environments. The surround sound must possess directional aural cueing for all entities.		
24. All simulator stations (instructor, pilot and role player, others) must be equipped with 27 inch PC monitors. All monitors must exceed the following technical specification: response time 5 milliseconds or less; resolution not less than 1920 x 1080 pixels at 60 Hz; screen aspect ratio 16:9 included; contrast ratio 10.000:1 or more, and brightness 250 candles per square meter or more.		
25. Simulator hardware components must be installed within standard 19 inch computer racks, which height is not to exceed 150 cm. Each rack must have 25 percent of its positions empty for possible future expansion. The contractor must present the Plan for hardware allocation within the Computer racks as part of formal proposal.		
26. The simulator must enable easy expansion or conversion into a helmet mounted display type of simulator, or a flat screen type simulator, if envisioned so by the user during the simulator exploitation.		
27. The contractor must present the Concept of proposed display system (including the Aitoff projection map) as part of formal proposal.		
28. Simulator must include one (1) Wide format (36 inch) Colour plotter for map printing (resolution 1200 dpi or higher, including scanner function, Ethernet connection, spare set of ink cartridges and printing material).		
29. Next to the simulator system, the delivery must include VBS-3 package which consists of 32 licences of VBS-3 software, together with a recommended VBS3 hardware (laptop PC's) for the use in SAF simulation centre as follows: VBS-3 recommended hardware is suitable for multi-player training, using resource intensive scenarios. Laptop, portable PC's with 17inch monitor, Intel Core i7-4770 or AMD FX-9590 procesor, 16 GB RAM, graphic: Nvidia GeForce GTX 560/ GTX 970 or AMD Radeon HD 7750/7950, DirectX 11, 128 GB SSD disk and at least 500GB data disk, 64-bit Windows 7 or 8.1.		
<b>C. SOFTWARE REQUIREMENTS:</b>		
30. The virtual environment of the simulator must provide the following capabilities:		
30.1. World terrains in WGS-84 coordinate system (defined in "FUNCTIONAL REQUIREMENTS") selected by user. Coordinates are displayed in MGRS, UTM (both in 1m accuracy), and Latitude - Longitude. System must possess scenario map generation and map export capability.		

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30.2. Model database must include appropriate mix of at least 3500 different models of aircraft, vehicles, weapon systems, munitions, cultural objects, and military, insurgent and civilian characters. Database must include ability to set model's behaviour (including a minimum of three levels of damage) and enable customizable flight modelling ensuring realism in all scenarios. All ground objects and aircraft must be able to replicate realistic overt and covert lighting.		
30.3. The contractor must provide the brief overview of different types of models, which will be part of simulator software package, as part of formal proposal.		
30.4. Realistic simulation of physics based non-permissive environment including realistic Integrated Air Defence. This must include variety of anti-air threats that are modelled with accurate effects, including tracer and smoke plumes. All air defence assets must be commanded semi-automatic or set to automatically engage any air target.		
31. 3-D Virtual Reality Terrain Generator must correctly simulate:		
31.1. Urban (villages, cities, industry) and non-urban terrain (littoral, flat, mountainous, forests), including desert environment.		
31.2. Various Weather conditions such as sun, cloud, fog, haze, rain, snow, wind, dust, which will force the student to consider different attack profiles.		
31.3. All meteorological conditions must realistically affect the performance of entities, weapons and JTAC equipment, including degradation of sensors performance.		
31.4. The situation and the environment proportional to the time of the day, and the day of the year.		
31.5. Geographical position based on the coordinates of the sensors, targets, objects, standing points.		
31.6. The position of the sun, moon, stars, and other objects on the sky.		
31.7. All entities and visual effects in the night vision mode.		
31.8. Terrain and objects will obscure targets, particularly in the complex urban and mountainous terrains, or in case of different weather conditions.		
32. The simulation software must enable:		
32.1. Preparation of simple and complex scenarios.		
32.2. Scenario management and scenario modifications during runtime.		
32.3. Exercising manual or semi-autonomous control of any element of prepared scenario at any given time.		
32.4. Scenario analysis, using visual and audio analysis.		

Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
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32.5. Predefining reactions of all objects within the scenario.		
33. Battlefield Simulation software must allow selecting the time, location and identity of objects and must allow dynamic student reactions to a stimulus:		
33.1. The ability to influence changes to the simulation during its execution.		
33.2. The use of different aerial platforms with various capabilities – fixed wing aircraft, helicopters, unmanned aerial systems.		
33.3. Full simulation of enemy and friendly units, including their position, composition, vehicles, fire support, aircraft support.		
33.4. Simulate reduction of functionalities or nonoperation of JTAC equipment, including the interference and disruption caused by adversary (communications, full motion video, GPS).		
33.5. Simulation of interaction with static or dynamic adversary.		
34. All objects must look, act and move in accordance with their (technical and tactical) characteristics, both individually and collectively. Simulation effects from the use of weapons and results of their employment shall be realistic.		
35. All objects must be completely configurable in terms of its performance and control. Objects must be easily replicate, and multiple objects can be combined into formations.		
36. The simulator software must be able to accept new model entities, terrains, mapping and imagery either via a hard drive or via data being copied directly to the system. JTAC simulator must allow the import of OpenFlight file format data.		
37. The simulator must include radio software which allows the student to communicate with the role-player pilot and instructors using an accurate emulation of standard radio equipment. Standard JTAC dual channel headsets with microphone must be used.		
38. Students must be able to receive video downlink on their Control Display Unit using the DACAS software. Targeting pod view must be overlaid with typical targeting pod meta-data.		
39. During the After Action Review playback the simulator must provide sound and voice time synchronized precisely with visual scene playback. During the playback, the instructor must be able to view any part of the visual scene, and can attach the visual scene to any entity within the scenario.		
40. The simulator software must enable use of standard NATO ACO and ATO orders.		
41. The simulator software must enable export of scenarios and training missions to support offline debrief.		

Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
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42. Simulator package must include ESRI ArcGIS for Desktop (version 10.3 or newer) terrain preparation software tools installed on a separate computer, which will be used for terrain editing, importing standard national GIS data layers and exporting of prepared terrain data into Open Flight file format.		
43. The bidder must present the Brief Concept of Costumer Acceptance Test Protocol as part of formal proposal.		
<b><i>D. JTAC EQUIPMENT:</i></b>		
44. The SAF use the following JTAC equipment:		
44.1. GPS device: DAGR.		
44.2. Night Vision Goggles: AN/PVS-14.		
44.3. IR Illuminator: IZLID Ultra and IZLID 1000D.		
44.4. Laser Range Finder: PLRF-25C.		
44.5. Radio communication device: AN/PRC-152 and AN/PRC-117F/G.		
44.6. Video Downlink receiver: Rover 5i.		
44.7. Laser Target Designator (type tbd) including See Spot Camera.		
45. The simulator must allow the use of the following JTAC equipment in the form of:		
45.1. Real equipment, standard issue to Slovene JTAC: dual channel headsets with microphone, tablet computer and NVG Goggles (in case that NVG capable projectors will be installed).		
45.2. Form-fit-function (F3E) replacements: binocular (generic), thermal camera (generic), laser rangefinder (generic or PLRF-25C), laser target designator (generic or specific type tbd), IR pointer (IZLID 1000D or IZLID Ultra).		
45.3. Emulator (display): radios (AN/PRC-152A and 117G), video down link receiver (Rover 5i or Network Rover), GPS device, DACAS (generic), magnetic compass.		
46. The simulator must be delivered with a CDU providing digital mapping, imagery, target location and DACAS messaging capabilities, compatible with DACAS system of the Slovenian Armed Forces. System is not defined at the moment.		
47. If equipped with NVG capable projectors, the simulator image must allow the use of night vision goggles for the purpose of conducting night controls.		
48. The simulator must allow the use of personal protective combat equipment, as the battle vest, combat helmet, headphones and NVG equipment.		

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<b>E. WEAPON SYSTEMS REQUIREMENTS:</b>		
49. The simulator must enable use of multitude air and surface based fires, including: aircraft cannons, general purpose, laser and GPS guided bombs, rockets, anti-tank and anti-radar missiles, surface to surface missiles, artillery, mortars, and illumination flares.		
50. Munitions' performance must be based on law of physics and be realistic towards their own performance, atmospheric conditions and aerodynamic models.		
51. The sensor output must be correlated precisely to the synthetic environment.		
<b>F. CONNECTIVITY:</b>		
52. For the interoperability purposes, the simulator must use the scenario and virtual environment software common or compatible to existing JTAC simulators accredited by NATO and US.		
53. The simulator must be able to connect to other simulators, constructive simulations or trainers based on requirements from NATO STANAG 4482 - DIS (Distributed Interactive Simulation) and NATO STANAG 4603 - HLA (High Level Architecture).		
<b>SCOPE OF CONTRACT:</b>		
54. The scope of work requires contractor to deliver and setup the proposed JTAC simulator, train the SAF school personnel, and provide assistance during the simulator accreditation process in accordance with NATO and US standards. The accreditation process terminates with the issue of both certificates.		
55. The contractor must present the following data as part of its formal proposal:		
55.1. Concept of proposed Display system (including the Aitoff projection map).		
55.2. Proposed Plan of hardware allocation within the Computer racks.		
55.3. Proposed Concept of Infrastructure.		
55.4. Proposed Concept of Training.		
55.5. Overview of different types of models, included into simulator software package.		
55.6. Concept on simulator hardware and software refreshment after the completion of five (5) years usage period, with the aim to keep the simulator capability at a required level.		
56. The contractor will visit the location of the simulator and discuss the requirements and associated technical proposal with the costumer (in a form of a Design Review) immediately after the formal Contract signature. The final specification of the simulator will be agreed during mentioned visit.		

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<p>57. The simulator will be installed at Cerklje ob Krki Airbase, Slovenia. Two identical rooms (marked Room 21 and 22) with internal dimensions 6.50 by 8.50 meters are available on a first floor, ceiling height is 3,40 m. Preferred simulator location is Room 21 (marked). AGOS classroom is marked as Room 3.</p>		
		
<p>58. The contractor must present the brief Concept of Infrastructure as part of formal proposal.</p>		
<p><b>G. <u>DELIVERY AND WARRANTY:</u></b></p>		
<p>59. The delivery of the simulator is foreseen in 6 months after the formal Contract signature.</p>		
<p>60. The contractor must provide warranty for the simulator and associated equipment for the period of at least 24 months.</p>		
<p>61. The contractor must provide initial support during the first two years of simulator operation (starts from the quality acceptance procedure). The support must include maximum of two assistance visits of total ten (10) weeks duration. Initial support is to cover simulator setup, initial personnel training, completion of self-accreditation process and, if within aforementioned time period (24 months), the assistance during the simulator accreditation process.</p>		
<p>62. During the warranty period the contractor must ensure full and uninterrupted operation of the system. Failures of the simulator must be resolved by the contractor, and the simulator must be returned into operation within 48 hours.</p>		
<p>63. During the warranty period the contractor must execute regular hardware and software refreshments, and provide irregular (on-call) technical support.</p>		

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64. As part of the proposal the contractor must provide Mean Time Between Failure (MTBF) data for key components of the simulator. MTBF of equipment must be at least 5000 hours.		
<b>LOGISTIC SUPPORT REQUIREMENTS (after warranty support):</b>		
65. Before warranty period will expire the Contracting authority will begin process to conclude contract for maintenance of the system for at least 3 years.		
66. The contractor must propose the support package for the simulator for the period of next at least 3 years after the warranty expiration. This support package contract will be ordered and negotiated separately. The package must include:		
66.1. Regular support covering two visits per year for the purpose of system maintenance (1 week each), software updates, additional user trainings and delivery of spare parts.		
66.2. Software updates for the period of three (3) years after the Warranty expiration.		
66.3. Irregular (on-call) technical support which will be ordered and charged separately, on case by case basis. However the contract must determine travel, accommodation, and daily assistance costs.		
66.4. Support package proposal must include the following data: <ul style="list-style-type: none"> <li>• price lists for the key components of the simulator,</li> <li>• prices for working hours in foreign country (Slovenia),</li> <li>• pricelist for other services and travel costs,</li> <li>• data and costs for Licences provided in 2 to 5 years.</li> </ul>		
67. As a part of formal proposal the contractor must present the Concept on simulator hardware and software refreshment after the completion of five (5) years usage period, with the aim to extend the usage period for additional three (3) years. The Concept must include the list of hardware and software components which need to be replaced or updated after this period, including the current prices of such action.		
68. Technical change proposals will be conducted and charged on case-by-case basis.		
69. The prices and price lists enclosed in the Bid hereto shall be binding on the Bidder also in respect to post-warranty maintenance. The said prices and price lists shall be applied for the purpose of concluding a long-term maintenance contract. Such contract will be concluded prior to the expiry of the warranty period hereunder. Should the Bidder selected as the Supplier hereunder change the conditions (prices and price lists) without prior authorization from the Contracting Authority before the said long-term maintenance contract is concluded, the Contracting Authority shall encash the Performance bond hereunder.		



Contracting Authority's requirement	Bidder's response with regard to compliance with the Contracting Authority's requirements (real values or data that confirm compliance with the requirements: name, measures, certificates, standards, references, additional clarifications...)	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3
<b>TRAINING AND DOCUMENTATION</b>		
70. Before the quality acceptance procedure the contractor must provide the following trainings:		
70.1. Simulator operators training (up to 5 persons, 1 week duration) at the costumer location.		
70.2. System administration and maintenance training (up to 2 persons, 2 weeks duration) at the contractor location. Training will be performed in time conjunction with assembly and factory acceptance test. Trained personnel will be certified to train new simulator operators.		
70.3. Following completion of any training provided, the Bidder shall issue each participant with a certificate of attendance bearing the name of the respective participant.		
70.4. The bidder must present the brief Concept of Training as part of formal proposal. The Concept has to be confirmed before The Training starts by the contractor.		
71. The bidder must provide the documentation required for safe operation and system maintenance at level one, including LRU replacement and failure diagnosis. Documentation must cover at least: system setup, system operation, system maintenance, and system support.		

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 Place and date

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 Stamp

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 Signature of an authorized person

**APPENDIX 1: Bidder's details**

**MORS 190/2017 – ON –PSPs  
TACTICAL JATAC SIMULATOR**

BID NO.: \_\_\_\_\_

Date: \_\_\_\_\_

**Bidder's Details**

(enter the information below)

FULL NAME	
LEGAL REPRESENTATIVE	
ADDRESS	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (for official mail)	
POINT OF CONTACT – CONTRACT ADMINISTRATOR	
POC's MOBILE PHONE (for official calls)	
IBAN	
SWIFT	
ADDRESS OF THE BANK	
NAME OF THE BANK	
Medium or small-sized company (please circle as appropriate)	YES / NO
PERSON AUTHORIZED TO SIGN THE CONTRACT	

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Signature of an authorized person

**APPENDIX 2: Bid - prices**

Bid number \_\_\_\_\_, date \_\_\_\_\_.

**MORS 190/2017-ON-PSPs; Purchase and provision of tactical JTAC simulator**

Zap. št.	Item	Unit of Measurement	Quantity	Price per unit, in EUR,	22% VAT per unit	Price per unit in EUR,
				excl. of VAT	in EUR	incl. of VAT
1	2	3	4	5	6=5x0,22	7=5+6
1	<b>TACTICAL JTAC SIMULATOR</b> Manufactured by: _____ Type: _____	set	1			
2	<b>Initial Logistic Support Package (as specified in Para 61)</b>	set	1			
3	<b>Training (as specified in Para 70)</b>	set	1			
4	<b>VBS-3 package (as specified in Para B.29)</b>	set	1			
<b>TOTAL BIDDING VALUE, EXCLUSIVE OF VAT, IN EUR:</b>						<b>Information to be used for Bid evaluation:</b>
<b>TOTAL VAT VALUE IN EUR:</b>						
<b>TOTAL BIDDING VALUE, INCLUSIVE OF VAT, IN EUR:</b>						

PLACE OF DELIVERY:	Military Post Jernej Molan, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia
PAYMENT:	Phase 1: 90% of the total bidding price following delivery to the location stipulated under the Contract; Phase 2: 10% of the total bidding price following the completion of self-accreditation (within 6 months of the delivery of the goods).  Individual payment shall be made on the 30th day from the day of official receipt of the respective e-invoice at The Contracting Authority's premises.

DELIVERY PERIOD:	_____ calendar days (estimated 6 months) from the date the contract is signed by both contracting parties (delivery of simulator and completed all the trainings).
WARRANTY PERIOD:	_____ months (minimum 24 months) from the quality control of the goods.

The Bid shall be valid for 120 days from the Bid submission closing date.

**The Bidder shall attach the price specification of the total value of the simulator (the specification shall include the values of: the simulator, trainings, assistance visits (number of visits), basic support during the 2 years, etc.).**

Pursuant to Council Regulation (EC) No. 150/2003 dated 21 January 2003 (hereinafter: "Regulation"), the Contracting Authority shall have no obligation to pay import or customs duties for the procurement of certain weapons and military equipment imported by the authorities responsible for military defence of Member States, or imported on behalf thereof from a third country, i.e. a country outside the EU. Due account of the said Regulation shall be taken in preparation of Bids for goods to be imported on behalf of the Contracting Authority from a third country. Such Bids shall include the information as follows: tariff heading number for the goods to be imported from a third country and estimated customs duty rate. If goods subject to the above-mentioned Regulation are imported, the Bid is to include and specify all the information (goods tariff heading number, value of goods, etc.) required for submitting an application to the Financial Administration of the Republic of Slovenia for exemption from duties applicable on import.

Should the End User Certificate (EUC) or any other permit be required by the selected Bidder, a request must be submitted to the Administrator of the contract. As a rule, the certificate requested shall be signed and sent to the selected Bidder in 3 (three) business days. The selected Bidder is to incorporate the time necessary for signing the certificate requested into the period fixed for delivery.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Signature of an authorized person

**APPENDIX 3****UMBRELLA STATEMENT****We hereby confirm that:**

- We are acquainted with the content of the Invitation to Tender for this public contract as well as the general terms and conditions of the contract and we herewith express our full agreement therewith. We also confirm that we are acquainted with the instructions for preparing a bid; we herewith agree with the said instructions and confirm that our bid will be prepared and submitted in accordance with the requirements listed in the mentioned instructions;
- We have at our disposal sufficient technical capabilities (technical equipment, storage facilities, service network, measures to determine the quality) for a quality realisation of the subject of the public contract;
- All the information in our bid is true and not misleading. We have been informed that the contracting authority is entitled to disqualify our bid if the data in the bidding documentation proves to be misleading.

**We hereby declare that:**

- We are aware that the Invitation to Tender has been published by the Contracting Authority on Public Procurement Portal;
- In preparing our Bid, we have been obligated to and have taken into account the questions and answers, notices and communications concerning this public procurement procedure and published on Public Procurement Portal;
- We have not changed any provisions of the Invitation to Tender for the public contract in question, which was published on Public Procurement Portal;
- All copies of documents enclosed in our Bid correspond to the originals;
- Neither law nor any other regulation precludes us from concluding a contract for the goods and/or services subject to this procedure;
- We are registered to perform the business activity that is the subject of the public contract in question;
- We have not ceased to perform the business activity that encompasses performance of the public contract in question;
- We have not been convicted by a judgement with the force of res judicata of an offence indicating any professional incompetence on our part in performing the business activity relating to the services subject to the public contract in question;
- We have adopted a statement on safety, in accordance with the Occupational Health and Safety Act;
- In preparing our Bid, we have taken account of the applicable legislation relating to professional secrecy.

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 Place and date

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 Stamp

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 Signature of an authorized person

## APPENDIX 4

## STATEMENT AND AUTHORIZATION

We hereby declare that **neither** the bidder

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(name, address and head office)

**nor** his legal representative(s)

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(Name)	(Signature)
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(Name)	(Signature)
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(Name)	(Signature)
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has (have) been convicted by a final judgement of criminal offences defined under the Criminal Code (Official Gazette of the Republic of Slovenia no. 50/12 and 54/15 – official consolidated text, hereinafter “KZ-1”):

- terrorism (Article 108 of the Criminal Code),
- financing of terrorism (Article 109 of the Criminal Code),
- incitement and public glorification of terrorist acts (Article 110 of Criminal Code)
- recruitment and training for terrorist purposes (Article 111 of Criminal Code)
- enslavement (Article 112 of Criminal Code)
- human trafficking (Article 113 of Criminal Code)
- acceptance of bribe during election (Article 157 of the Criminal Code),
- violation of fundamental rights of workers (Article 196 of Criminal Code)
- fraud (Article 211 of the Criminal Code),
- unlawful restriction of competition (Article 225 of the Criminal Code),
- false bankruptcy or unconscionable operation (Article 226 of the Criminal Code),
- defrauding creditors (Article 227 of the Criminal Code),
- business fraud (Article 228 of the Criminal Code),
- fraud to the detriment of the European Union (Article 229 of the Criminal Code),
- fraud in obtaining and using a loan or benefit (Article 230 of the Criminal Code),
- fraud in securities trading (Article 231 of the Criminal Code),
- deception of purchasers (Article 232 of the Criminal Code),
- unauthorized use of another's brand or model (Article 233 of the Criminal Code),
- unauthorized use of another's patent or topography (Article 234 of the Criminal Code),
- forgery or destruction of business documents (Article 235 of the Criminal Code),
- disclosure and unauthorized acquisition of trade secrets (Article 236 of the Criminal Code),
- abuse of information system (Article 237 of the Criminal Code),
- abuse of insider information (Article 238 of the Criminal Code),
- abuse of financial instruments market (Article 239 of the Criminal Code),
- abuse of position or trust in business activity (Article 240 of the Criminal Code),
- unauthorized acceptance of gifts (Article 241 of the Criminal Code),
- unauthorized offering of gifts (Article 242 of the Criminal Code),
- counterfeiting money (Article 243 of the Criminal Code),
- fabrication and use of counterfeit derivatives or securities (Article 244 of the Criminal Code),
- money laundering (Article 245 of the Criminal Code),

- abuse of non-cash means of payment (Article 246 of the Criminal Code),
- use of counterfeit non-cash means of payment (Article 247 of the Criminal Code),
- fabrication, acquisition and disposal of instruments of forgery (Article 248 of the Criminal Code),
- tax evasion (Article 249 of the Criminal Code),
- smuggling (Article 250 of the Criminal Code),
- abuse of office or official duties (Article 257 of Criminal Code)
- harm to public resources (Article 257a of Criminal Code)
- disclosure of classified information (Article 260 of the Criminal Code),
- acceptance of bribe (Article 261 of the Criminal Code),
- offering bribes (Article 262 of the Criminal Code),
- acceptance of benefits for illegal intermediation (Article 263 of the Criminal Code),
- offering of gifts for illegal intermediation (Article 264 of the Criminal Code), and
- criminal organization (Article 294 of the Criminal Code).

For the purposes of this procurement procedure MORS 190/2017-ON-PSPs, we herewith authorize the Contracting Authority, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia, to access the criminal records relating to the Bidder and his legal representatives.

If the Bidder intends to perform the contract with subcontractors, the above-mentioned condition should also be satisfied by each and every subcontractor. To this end, this appendix, should also be duly completed by each and every subcontractor.

**Foreign bidders/subtractors shall submit a document issued by a competent body, confirming that the bidder/subcontractor and his legal representatives have not been convicted by a final judgement for the aforementioned acts. If this is not possible, the bidder shall submit his own statement, under criminal and material liability, stating that the country of the bidder/subcontractor's country does not issue such documents and declaring that the bidder/subcontractor and his legal representatives have not been convicted by a final judgement for the aforementioned acts.**

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Place and date

Stamp

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Signature of an authorized person

**PRILOGA 4A: Potrdilo iz kazenske evidence fizičnih oseb (*intentionally not translated as relevant only for Bidders from Slovenia*)**

ZADEVA: POTRDILO IZ KAZENSKE EVIDENCE FIZIČNIH OSEB

Prosim za potrdilo iz kazenske evidence fizičnih oseb; moji osebni podatki so naslednji:

EMŠO (obvezen podatek): \_\_\_\_\_

IME IN PRIIMEK: \_\_\_\_\_

DATUM ROJSTVA: \_\_\_\_\_

KRAJ ROJSTVA: \_\_\_\_\_

OBČINA ROJSTVA: \_\_\_\_\_

DRŽAVA ROJSTVA: \_\_\_\_\_

NASLOV STALNEGA/ZAČASNEGA BIVALIŠČA:

(ulica in hišna številka) \_\_\_\_\_

(poštna številka in pošta) \_\_\_\_\_

DRŽAVLJANSTVO: \_\_\_\_\_

MOJ PREJŠNJI PRIIMEK SE JE GLASIL: \_\_\_\_\_

Potrdilo potrebujem kot prilogo za javno naročilo MORS 190/2017-ON-PSPs.

DATUM:

\_\_\_\_\_

PODPIS PROSILCA:

\_\_\_\_\_



**PRILOGA 4B: Potrdilo iz kazenske evidence pravnih oseb (*intentionally not translated as relevant only for Bidders from Slovenia*)**

ZADEVA: POTRDILO IZ KAZENSKE EVIDENCE PRAVNIH OSEB

PODATKI O PRAVNI OSEBI:

Polno ime podjetja: \_\_\_\_\_

Sedež podjetja: \_\_\_\_\_

Občina sedeža podjetja: \_\_\_\_\_

Številka vpisa v sodni register (št. vložka): \_\_\_\_\_

Matična številka podjetja: \_\_\_\_\_

Potrdilo se izdaja zaradi (namen izdaje potrdila) javnega naročila MORS 190/2017-ON-PSPs.

DATUM:

\_\_\_\_\_

ŽIG IN PODPIS POOBlašČENE OSEBE

\_\_\_\_\_

**APPENDIX 5****STATEMENT**

Bidder

---

 (name, address and registered office)
**Under criminal and material liability we hereby declare, that**

- on the closing date for bid submission, we will not have been disqualified from participating in public contract award procedures due to being placed onto the list of bidders with negative references under Article 73 of the ZJNPOV or Article 110 of Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 91/15) and, in the 3-year period preceeding the Bid submission closing time, we have not been fined twice with a final decision of a competent authority of the Republic of Slovenia or another Member State or a third country for an offence related to payment of work.

**We hereby agree to provide to the Contracting Authority, within 8 (eight) days of receipt of the Contracting Authority's request, either during the procurement procedure or during the performance of the contract, the information on:**

- our founders, partners, silent partners, shareholders, limited partners or other owners as well as information on ownership shares of the afore-mentioned persons,
- economic operators, which, in accordance with the Companies Act, are considered affiliated companies.

If a Bidder intends to perform the Contract through subcontractors, the above-mentioned condition should also be met by the subcontractors. To this end, this appendix shall also be duly completed by each subcontractor.

**Foreign bidders/subcontractors shall submit the supporting evidence issued by a competent authority of a country of their head office, declaring their status with respect to the conditions specified above. Should this not be possible, the bidder/subcontractor shall submit his own written statement wherein the bidder shall, under criminal and material liability, declare compliance with the conditions and state that the country of the bidder/subcontractor does not issue such supporting documents.**

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 Place and date

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 Stamp

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 Signature of an authorized person

**APPENDIX 6****Performance Bond template following Uniform Rules for Demand Guarantee 758**

*Guarantor's letterhead (insurance company/bank) or SWIFT identifier code*

For: *(insert name and beneficiary; contracting authority)*

Date: *(insert date of issue)*

**TYPE OF GUARANTEE:** *(specify the type of guarantee: suretyship insurance/bank guarantee (performance guarantee))*

**GUARANTEE NUMBER:** *(Insert guarantee reference number)*

**THE GUARANTOR:** *(Insert name of the insurance company/bank and address of place of issue)*

**THE APPLICANT:** *(Insert name and address of the applicant; i.e. name and address of the tenderer selected in a public contract procedure)*

**THE BENEFICIARY:** *(Insert name and address of the contracting authority of the public contract procedure)*

**THE UNDERLYING RELATIONSHIP:** The Applicant's obligation in respect of insurance under contract no. *of (Insert number and date of the contract for the implementation of a contract, concluded on the basis of a procedure marked XXXXXX) for (Insert subject of the public contract)*

**GUARANTEE AMOUNT AND CURRENCY:** *(Insert in figures and words the maximum amount and currency which is payable)*

**ANY DOCUMENT REQUIRED IN SUPPORT OF THE DEMAND FOR PAYMENT IN ADDITION TO THE SUPPORTING STATEMENT THAT IS EXPLICITLY REQUIRED FROM THE TEXT BELOW:**  
*(Indicate »none«/insert any additional document required in support of the demand for payment)*

**LANGUAGE OF ANY REQUIRED DOCUMENTS:** Slovenian.

**FORM OF PRESENTATION:** In paper form via registered mail or any form of express mail or in electronic form via SWIFT system to the following address *(Insert SWIFT address of the Guarantor)*

**PLACE OF PRESENTATION:** *(Guarantor shall insert the address of branch where a paper presentation is to be made, or in case of an electronic presentation, an electronic address, such as the Guarantor's SWIFT address.)*

Regardless of the aforementioned, the submission of paper documents can be carried out in any branch of the Guarantor in the territory of the Republic of Slovenia.

**EXPIRY:** DD. MM. YYYY *(Insert expiry date)*

**PARTY LIABLE FOR THE PAYMENT OF CHARGES:** *(Insert name of the Applicant; name of the tenderer selected in a contract procedure)*

As a Guarantor we hereby irrevocably undertake to pay the Beneficiary any amount up to the Guarantee amount upon presentation of Beneficiary's complying demand for payment in the form of presentation indicated above, signed by authorized representative(s), supported by such other documents as may be listed above and in any event together with the Beneficiary's statement, whether it is included in the demand itself or in a separate signed document accompanying or referring to the demand, including in what aspect the Applicant is in breach of its obligations under the Underlying relationship.

Any demand under this guarantee must be received by us on or before Expiry at the above-mentioned Place of presentation.

Any disputes related to this guarantee shall be resolved by the competent court of jurisdiction in Ljubljana in accordance with the Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC publication no. 758.

Guarantor  
(stamp and signature)

**APPENDIX 7****SUBCONTRACTOR'S DETAILS**

(enter the information below)

SUBCONTRACTOR	
ADDRESS	
WEBSITE	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
BANK ACCOUNT	
BANK NAME	
COMPETENT TAX OFFICE	
TELEPHONE	
FAX	
E-MAIL ADDRESS	
POINT OF CONTACT	

---

 Place and date

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 Stamp

---

 Signature of an authorized person
**NOTE:**

- For more subcontractors, please photocopy the form.

**APPENDIX 8****PARTICIPATION OF SUBCONTRACTORS**

For the purposes of the public contract award procedure \_\_\_\_\_  
 we hereby declare that we intend to perform the contract **with** subcontractors as follows:

In the Bid \_\_\_\_\_ the subcontractor \_\_\_\_\_ (name) will perform the services in the amount of EUR \_\_\_\_\_, exclusive of VAT, or EUR \_\_\_\_\_, inclusive of VAT, of the total bidding value, which amounts to \_\_\_\_\_% of the bidding value, the above-mentioned subcontractor will perform the following: \_\_\_\_\_ (specify the portion of the contract to be subcontracted).

In the Bid \_\_\_\_\_ the subcontractor \_\_\_\_\_ (name) will perform the services in the amount of EUR \_\_\_\_\_, exclusive of VAT, or EUR \_\_\_\_\_, inclusive of VAT, of the total bidding value, which amounts to \_\_\_\_\_% of the bidding value, the above-mentioned subcontractor will perform the following: \_\_\_\_\_ (specify the portion of the contract to be subcontracted).

In the Bid \_\_\_\_\_ the subcontractor \_\_\_\_\_ (name) will perform the services in the amount of EUR \_\_\_\_\_, exclusive of VAT, or EUR \_\_\_\_\_, inclusive of VAT, of the total bidding value, which amounts to \_\_\_\_\_% of the bidding value, the above-mentioned subcontractor will perform the following: \_\_\_\_\_ (specify the portion of the contract to be subcontracted).

We hereby declare that we shall conclude subcontracts with the above-mentioned subcontractors we intend to subcontract in order to perform the Contract prior to concluding the Contract with the Contracting Authority or during the Contract performance.

We hereby give an undertaking that we shall seek the Contracting Authority's written authorization prior to replacing any subcontractor.

\_\_\_\_\_  
 Place and date

\_\_\_\_\_  
 Stamp

\_\_\_\_\_  
 Signature of an authorized person

**NOTE:**

- This form must be completed only if the Bidder intends to subcontract.
- For more subcontractors, please photocopy the form.

**APPENDIX 9****DECLARATION OF COMPLIANCE WITH THE CONTRACTING AUTHORITY'S TECHNICAL REQUIREMENTS**

We hereby declare that the goods offered comply with the Contracting Authority's technical requirements, which we confirm by submitting the respective technical documentation.

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Place and date

Stamp

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Signature of a legal representative

**Attachments:**

- Completed Table under Chapter V.
- Required technical documentation,
- Timetable.

**DECLARATION OF COMPLIANCE WITH CODIFICATION REQUIREMENTS**

We hereby declare that, if we are selected as the Supplier for the tactical JTAC simulator, we shall comply with all Contracting Authority's requirements relating to codification of items subject to this procurement procedure. All codification-related requirements are specified in the Draft Contract appended hereto.

\_\_\_\_\_

Place and date

Stamp

\_\_\_\_\_

Signature of an authorized person



**APPENDIX 11: Draft Contract**

By signing this Draft Contract, the Bidder confirms that he is acquainted and agrees with the content of the contractual provisions, furthermore, the Bidder's signature confirms his agreement with the fact that after the potential signing of the Contract, the Contract will be published, in accordance with the Rules on the publication of contracts in the field of public procurement, concessions and public-private partnership (The Official Gazette of the Republic of Slovenia no. 5/15).

**CONTRACTING AUTHORITY:** The Republic of Slovenia, Ministry of Defence,  
Vojkova cesta 55, Ljubljana,  
Represented by the Minister

Registration no.: **5268923000**  
Account no.: **01100-6370191114**  
VAT Identification no.: **SI47978457**  
(hereinafter: Buyer)

and

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ki ga zastopa direktor \_\_\_\_\_  
  
Matična št.: \_\_\_\_\_  
Št. TRR: \_\_\_\_\_  
Identifikacijska št.: \_\_\_\_\_  
(hereinafter: Supplier)

Conclude the following

**CONTRACT**  
**FOR PURCHASE AND PROVISION OF TACTICAL JTAC SIMULATOR**

**Introductory provision**

## Article 1

The Contracting Parties hereby acknowledge that, pursuant to Article 21 of the Public Procurement for Defence and Security Act (The Official Gazette of the Republic of Slovenia no. 90/12, 90/14-ZDU1I and 52/16, hereinafter: ZJNPOV) and in accordance with the Invitation to Tender no. \_\_\_\_\_ dated \_\_\_\_\_, the Buyer has carried out the public procurement procedure MORS \_\_\_\_/2017-ON-PSPs following a negotiated procedure with prior publication of contract notice for the purchase and provision of tactical JTAC simulator.

The Supplier has been selected based on the Contract Award Decision no. \_\_\_\_\_ dated \_\_\_\_\_, which took effect on \_\_\_\_\_.

**Subject of contract**

## Article 2

The Supplier hereby agrees to deliver to the Buyer \_\_\_\_\_ (hereinafter: goods) and provide Initial Support during the first two years of the simulator operation in compliance with the Buyer's requirements set out in the Invitation to Tender MORS \_\_\_\_\_ and the Bid no. \_\_\_\_\_ dated \_\_\_\_\_, which is appended to this Contract and constitutes an integral part thereof.

The scope of work requires the Supplier to deliver and set up the proposed JTAC simulator, train the Slovenian Armed Forces (hereinafter: SAF) school personnel, and provide assistance during the simulator accreditation process in accordance with NATO and US standards. The accreditation process terminates with the issue of both certificates.

The Supplier must provide Initial Support during the first two years (24 months) of simulator operation. The Support must include maximum of two assistance visits of total ten (10) weeks' duration. The Support is to cover the simulator setup, initial personnel training, completion of self-accreditation process, and, if within 24-month time period, the assistance during the NATO simulator accreditation process.

Should the Supplier deliver the goods hereunder through subcontractors, a detailed description of subcontracted services will be included in Article 11 hereof.

The packaging material of the delivered goods shall provide full protection against mechanical, chemical and other damage during the transport. Packaging and the packaging material shall be included in the price.

## Prices and delivery period

### Article 3

The Supplier shall deliver the goods at the following prices:

No.	Item	Quantity	Unit of measurement	Price per Unit in EUR, excl. of VAT	22% VAT per Unit in EUR	Price per Unit in EUR, inclusive of VAT	Total value in EUR, incl. of VAT

The total value of the goods hereunder amounts to EUR \_\_\_\_\_, exclusive of Value Added Tax (hereinafter: VAT), or EUR \_\_\_\_\_, inclusive of VAT. VAT amounts to EUR \_\_\_\_\_.

All prices specified above shall remain firm and fixed; all prices shall include DDP delivery terms (INCOTERMS 2010): Military post Jernej Molan, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia or another location in the Republic of Slovenia as agreed with the Buyer.

The Supplier shall deliver the goods and conduct the training anticipated within \_\_\_\_\_ calendar days of the last signature hereof.

The deadline for the final system setup (self-accreditation) shall be 6 months from the delivery of the system.

Pursuant to Council Regulation (EC) No. 150/2003 dated 21 January 2003 (hereinafter: "Regulation"), the Buyer shall have no obligation to pay import or customs duties for the procurement of certain weapons and military equipment imported by the authorities responsible for military defence of Member States, or imported on behalf thereof from a third country, i.e. a country outside the EU. Due account of the said Regulation shall be taken where goods to be imported for the Buyer come from third countries. If goods imported are subject to the said Regulation, the Supplier shall provide the Contract Administrator with all necessary information (tariff heading number, gross weight, value of goods, etc.) by using the form available from the said Administrator. The original signed copy of the said form will be returned to the Supplier, who will use the form to submit an application to the Financial Administration of the Republic of Slovenia for exemption from duties applicable on import, or the Supplier shall act in accordance with the RS Financial Administration instructions and procedures, however, he shall also act in compliance with the other definitions and provisions of this Contract.

If the Supplier requires the End User Certificate (EUC) or any other permit to be issued by the Buyer, the Supplier shall submit a request therefor to the Contract Administrator. In principle, such certificate will be signed and returned to the Supplier within 3 business days. Therefore, the Supplier shall incorporate the time necessary for signing the said certificate into the time limit set for the goods delivery.

Following each training delivered, the Supplier shall submit a report thereon, which shall be attached to the invoice, and issue each participant with a certificate of attendance bearing the respective participant's name.

## **Payment terms**

### **Article 4**

The Contracting Authority will make payments as follows:

- Phase 1: 90% of the total contractual price following delivery to the location stipulated under the Contract;
- Phase 2: 10% of the total contractual price following the completion of self-accreditation (within 6 months of the delivery of the goods).

Within 5 days of the successful completion of quantity and quality control conducted by the Buyer for the goods (or services) subject to the Contract, the Supplier shall submit the respective invoice, solely in electronic format (e-invoice), to the Buyer. The invoice shall bear the Contract number as assigned by the Buyer.

The respective e-invoice for phase 1 shall be accompanied by::

- duly completed delivery note, bearing the quantity and the price, signed by the Buyer, and
- completed and signed minutes on the quality and quantity control of products/services (form SS14-7).

The respective e-invoice for phase 2 shall be accompanied by the certificate of completion of self-accreditation procedure (provided by the Buyer).

Each e-invoice shall be addressed to: Ministrstvo za obrambo, Direktorat za logistiko, Sektor za nabavo, Vojkova cesta 55, 1000 Ljubljana, Slovenia.

The Buyer shall pay the e-invoice on the 30<sup>th</sup> day, counting from the first day after the day of the official receipt of the e-invoice, which shall serve as the basis for the payment, at the Buyer's address.

In case of a claim, the e-invoice shall be rejected. Upon the receipt of a new invoice, issued after the claim has been settled, payment shall be carried out on the 30<sup>th</sup> day after receipt of a new invoice. The payment deadline shall begin the day after the official receipt of the document (e-invoice), which shall serve as the basis for payment, at the Buyer's address.

If the Buyer fails to pay the e-invoice in due time, the Supplier will be entitled to demand interests for late payment.

The e-invoice will be used for legal entities from Slovenia, foreign Suppliers shall submit their invoice in PDF format to: [glavna.pisarna@mors.si](mailto:glavna.pisarna@mors.si).

## **Quality of goods**

### **Article 5**

The quality of the goods delivered shall fully conform to the Buyer's technical description and the Bid submitted and included herein.

Detailed provisions relating to quality, quality control measures and terms of acceptance are included as a separate Appendix to this contract – Definition of Quality Control for Acceptance of Products. The Appendix is an integral part of this contract.

**Quantity and quality acceptance procedure conducted by the Buyer****Article 6**

The quantity and quality acceptance procedure shall be conducted in the following phases:

- the software shall be accepted on the basis of the protocol proposed by the manufacturer/Bidder with prior authorization thereof from the Buyer.
- testing conducted by the users following the setup on the Buyer's location (in accordance with the protocol, submitted by the Supplier and authorized by the Buyer prior to the said testing, which is shorter than the factory acceptance testing),
- quality and quantity inspection of the system.

In terms of its content, the testing protocol shall stem from the JTAC simulator standards specified under, positions 2 and 3, Table 1, Chapter V. of the Invitation to Tender.

The quality and quantity acceptance protocol shall commence upon receipt of Form SS 12-7. Thereafter, the procedure shall comply with the requirements set forth in the Appendix hereto – Definition of quality control for the acceptance of products.

Form SS 14-7 - Minutes on the Quality Control of goods subject to this FA shall be drawn up and signed by the authorized persons of both Contracting Parties. The Buyer's authorized person for the acceptance is a representative of the Materiel Acceptance Section, the authorized person for the acceptance for the Supplier is \_\_\_\_\_.

Upon delivery, the following documentation shall be submitted:

- Technical description and basic information needed to operate the system;
- User and basic maintenance instructions in Slovene or in English;
- Documentation on the system's components and basic information on each key component the system is composed of in Slovene or in English;
- Factory Acceptance Test report (following the protocol submitted by the Supplier and authorized by the Buyer prior to testing) in Slovene or in English;
- Certificate of Conformity issued by the manufacturer;
- The documentation required for safe operation and system maintenance at level one, including LRU replacement and failure diagnosis. Documentation must cover at least: system setup, system operation, system maintenance, and system support;
- reports on trainings delivered.

After the successful completion of quality acceptance protocol, the Minutes shall be classified as: »Quality does comply with contractual provisions«.

Upon delivery to the location stipulated under the Contract, the quantity control procedure shall be conducted and confirmed by the Buyer's signature on the delivery note.

The Contracting Parties hereby agree that the date when the Trainings are completed and the goods subject hereto are handed over to the Buyer, when Minutes of Quality Control of Goods stating that "Quality does comply with contractual provisions" and duly completed delivery note signed by the Buyer, for phase 2 the certificate of completion of self-accreditation (issued by the Buyer), shall be deemed as the date of delivery. The Contracting Authority will established the Confirmation of succesfully implementation of Initial Support in first 2 years of operation sistem. The Confirmation will be basis for returning the Performance Guarantee.

**Article 7**

The Parties hereto agree that the provisions of the Code of Obligations of the Republic of Slovenia (The Official Gazette of the Republic of Slovenia, no. 97/07 – official consolidated text) shall apply to all material defects. Provided the Supplier is immediately notified of the defect by the Buyer, the Supplier shall remain liable for any hidden defects on the goods for the period of 6 months counting from the date of the acceptance of the goods by the Buyer.

The Supplier shall remedy the defect or replace defective goods with new goods within the time limit set forth by the Buyer, otherwise the Supplier shall be liable to payment of compensation. Expenses incurred by the

remedy of the defect, inclusive of transport costs and related reimbursements, shall be borne by the Supplier.

## **Codification**

### **Article 8**

The Supplier shall submit the data necessary for codification in accordance with SVS STANAG 4177 and the codification clause included in the appendix hereto.

The Supplier shall prepare a proposal of items/positions for codification within the shortest time possible following the signature hereof. This proposal shall be submitted to the Buyer for review and approval. The codification shall be finalized prior to the handover of the goods to the Buyer.

## **Warranty for faultless performance of goods delivered and post-warranty maintenance**

### **Article 9**

The warranty period for the delivered goods is \_\_\_\_ (24) months from the date of the quality acceptance conducted by the Buyer.

During the warranty period the Supplier shall ensure faultless performance of the delivered goods and shall remedy, free of charge, the defects that cannot be attributed to the Buyer. Where enforcing the warranty claim, the Buyer shall define a suitable deadline for the remedy of the defects in question; however, this deadline may not be shorter than 45 days. If the Supplier fails to remedy the defects within the deadline set, the Supplier shall replace the defective goods with new, faultless goods. All transport and other costs related to repair or replacement within the warranty period shall be borne by the Supplier. Due to the fact that the goods could not be used, the Buyer shall have the right to reimbursement for the damage caused by the defect from the moment the repair or replacement was requested to the implementation thereof.

For a minor repair, the warranty period shall be extended for the amount of time equivalent to the time during which the Buyer could not use the goods in question. For the replaced goods, the warranty period shall begin anew as of the day of the quality acceptance of the replaced goods.

During the warranty period, the Supplier must ensure full and uninterrupted operation of the system. Failures of the simulator must be remedied by the Supplier, and the simulator must be returned into operation within 48 hours.

During the warranty period the Supplier must execute regular hardware and software refreshments, and provide irregular (on-call) technical support.

The Supplier hereby guarantees to the Buyer that repairs, servicing and delivery of original spare parts to Slovenia will be available also after the expiry of the warranty period, which will be regulated under another contract.

Prior to the expiry of the 24-month warranty, the Buyer will carry out a procedure for the conclusion of a long-term JTAC simulator maintenance contract with the Supplier hereunder. The said long-term maintenance contract shall be concluded on the basis of the prices and price lists enclosed by the selected Bidder in his Bid for the award of the contract for the provision of the tactical JTAC simulator. The respective price lists are appended hereto.

The Buyer shall not be held liable should such maintenance contract not be concluded.

In the event that the Supplier modifies the conditions (prices and price lists) without authorization from the Buyer before the said long-term contract is concluded, the Buyer shall be entitled to encash the Performance Guarantee.

**Performance Guarantee****Article 10**

Not later than in 20 days after the Contract has been signed by both Parties, the Seller shall deliver to the Buyer an unconditional bank guarantee or a suretyship of an insurance company to guarantee good performance of his contractual obligations in the amount equal to 5% of the contractual value, exclusive of VAT.

The performance guarantee must be valid for 30 days after the expiration of the warranty period. A valid performance guarantee is a prerequisite for the validity of this Contract.

If the Initial Support is extended past the Contract's expiry date, the Seller hereby agrees to extend the validity of the performance guarantee. The performance bond must be issued by a first-class domestic or foreign financial institution (banks, insurance companies), written in the Slovenian or English language, should it be issued in a third language, the Seller shall deliver the translation thereof in either Slovenian or English. The costs of the financial securities shall be borne by the Supplier.

**Subcontractors** (to be applied only if any subcontractors are listed in the Bid)

**Article 11**

The Supplier shall perform the work subject hereto through the following subcontractors:

- \_\_\_\_\_ (include: name, full address, registration number, VAT identification number, bank account). This subcontractor shall perform \_\_\_\_\_ (include information on the portion of the contract to be performed by the stated subcontractor: type of work, scope, value in EUR without and with VAT, location and the timeframe in which the services are to be performed).
- \_\_\_\_\_ (include: name, full address, registration number, VAT identification number, bank account). This subcontractor shall perform \_\_\_\_\_ (include information on the portion of the contract to be performed by the stated subcontractor: type of work, scope, value in EUR without and with VAT, location and the timeframe in which the services are to be performed).
- \_\_\_\_\_ (include: name, full address, registration number, VAT identification number, bank account). This subcontractor shall perform \_\_\_\_\_ (include information on the portion of the contract to be performed by the stated subcontractor: type of work, scope, value in EUR without and with VAT, location and the timeframe in which the services are to be performed).

**Article 12**

The Supplier shall obtain the Buyer's written consent prior to replacing a subcontractor or awarding a subcontract to a new subcontractor. If the Buyer establishes that the services hereunder are performed by a subcontractor not authorized by the Buyer, the Buyer may withdraw from the Contract.

**Subcontractors** (to be applied only if the Supplier intends to perform the Contract without subcontractors)

**Article x**

The Supplier shall not engage subcontractors for the work subject hereto.

The Supplier hereby undertakes to obtain the Buyer's written authorization prior to awarding any subcontract. If the Buyer establishes that the services hereunder are performed by a subcontractor not authorized by the Buyer, the Buyer may withdraw from this Contract.

**Anti-corruption clause**

## Article 13

Any Contract shall be null and void if any person in any phase of the contract promises, offers or gives any undue advantage to the representative or agent of a public sector body or organization on behalf or for the account of another contracting party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of obligations from the Contract or for the purpose of any other act or omission, which causes a public sector body or organisation damage or by which the representative or the agent of the public sector body or organisation, the other contracting party or its representative, agent or intermediary are put in a position to obtain an undue advantage.

**Security clearance**

## Article 14

The Supplier shall ensure that the services under this Contract to be provided within administrative areas with restricted access or on premises designated as areas of particular interest to defence are performed by his own or his subcontractor's employees (hereinafter: "Supplier's personnel") for whom the entry therein has been granted following the security clearance procedure pursuant to Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia no. 103/04 – official consolidated text) resulting in no security concerns. The Supplier undertakes to ensure the continuity of the screened Supplier's personnel with security clearance during the implementation of the Contract and shall regularly inform the Contracting Authority of

any changes thereof by submitting Consents for implementation of security screening. All Supplier's personnel shall be held accountable for complying with the Buyer's instructions relating to entry to and movement on his premises or areas. The Supplier shall immediately inform the Contracting Authority if an employee with the security clearance ceases to perform the services on behalf of the Supplier due to the termination of his employment or any other reasons.

Prior to the implementation of services under the Contract the Supplier shall submit the original copies of the form "Consent for security screening" for his individual personnel attached to a cover letter that shall include the number and date of the Contract, name, surname and date of birth for each individual, and the total number of the consent forms attached. The "Consent for security screening" form and the required information relating to the Contract will be provided by the Contract Administrator. Duly completed forms together with the cover letter must be addressed to: Ministrstvo za obrambo, Direktorat za logistiko/Sektor za nabavo, Vojkova cesta 59, 1000 Ljubljana, Slovenia.

Incomplete or illegible consent forms and those that have not been submitted in accordance with the previous paragraph shall be returned to the Supplier for correction.

The Buyer shall inform the Supplier in writing about the Supplier's personnel that is granted entry into facilities and areas of particular interest to defence for purpose of providing services under the Contract.

Should a Supplier's employee, for purposes of providing services under the Contract, enter Class I or Class II restricted areas within the Ministry of Defence or the premises of the SAF, or he will have access to classified information, then, in addition to the permission to enter, in accordance with the Act governing the protection of and access to classified information, and relating regulations, the employee in question shall also require Personnel Security Clearance. Failure to conform to security standards may constitute a sufficient reason to terminate the Contract.

The Supplier's personnel may enter Class I or Class II restricted areas provided they have obtained national security clearance to access information classified as SECRET, and NATO SECRET security clearance to access Alliance's classified information. Additionally, the Supplier as an entity must obtain at least security clearance for storage and handling of information classified as SECRET in the Contracting Authority's restricted areas.

**Withdrawal from contract**

## Article 15

The Buyer shall have the right to withdraw herefrom and demand reimbursement for potential damage, if:

- The Supplier becomes insolvent, or if an court order for the payment of debts has been issued against the supplier, if the supplier is facing compulsory settlement or bankruptcy, or if the supplier as a legal person has adopted a decision to terminate the company (except for voluntary liquidation due to merging or restructuring), if a liquidator has been appointed for any part of the supplier's company or assets or if a similar act has been initiated against him as a result of debt,
- The Supplier fails to deliver the goods for more than 30 days,
- The Supplier concludes a subcontract with a new subcontractor contrary to the provisions stipulated under the subcontractors clause included herein,
- The Supplier fails to fulfil his obligations hereunder in the manner stipulated herein.

If the Supplier withdraws from the contract following the conclusion thereof and thus fails to fulfil his contractual obligations for reasons attributed to him, the provisions stipulated under the liquidated damages clause hereof shall also apply for such non-delivery.

**Liquidated Damages**

## Article 16

If the Supplier fails to deliver the goods and/or fails to complete self-accreditation within the time limit stipulated herein for delivery/performance for reasons other than Force Majeure or the reasons that can be attributed to the Buyer, the Supplier shall pay to the Buyer as liquidated damages for each day of the delay an amount equal to 5‰ (per mil) of the total value of the Contract, exclusive of VAT, but not more than 15% (percent) of the total value of the Contract, exclusive of VAT.

For non-delivery of the goods/implementation of services, subject to this Contract, the Supplier shall pay to the Buyer as liquidated damages an amount equal to 15% of the total value of the Contract, exclusive of VAT.

The Supplier hereby agrees that any debts subject to this liquidated damages clause herein may be set-off by the Buyer against the financial obligations due hereunder. Should this not be possible, an invoice for any debts subject to the liquidated damages clause herein will be issued to be paid by the Supplier within 8 days of receipt thereof.

Should the damage caused to the Buyer exceed the amount charged as liquidated damages, the Buyer shall have the right to demand that the remaining amount to full compensation be paid.

**Contract administration**

## Article 17

The Buyer hereby appoints \_\_\_\_\_, as the Contract Administrator; for the same purpose the Supplier appoints \_\_\_\_\_.

For the purposes of implementation of the special contractual provisions related exclusively to the subject hereof, the Buyer hereby authorizes \_\_\_\_\_, while the Supplier authorizes \_\_\_\_\_.

For the purposes of implementing the special contractual provisions related to codification, \_\_\_\_\_ is authorized.

Any agreements reached without knowledge and approval of the Administrators of the Contract, are void and null.

**Force Majeure**



## Article 18

Force Majeure means the occurrence of any event which the non-performing Party could not foresee, avoid or avert when entering into the Contract even though it acted in accordance with due care, on condition that the said event comes from the external sphere of their operation and the non-performing party was not required to take such an event into consideration.

The non-performing Party hereto asserting Force Majeure as an excuse for failure to perform shall immediately inform the other party, in writing, of the start and the termination of the force majeure event. Within 2 days of the beginning or the end of the said event, the non-performing party shall present to the other Party credible evidence to the existence and duration of such an event.

Following the end of the force majeure event, both Parties shall prepare written records of any changes to the obligations under the Contract and on the basis thereof sign an appropriate annex hereto. If the Parties cannot agree thereon, the Party where circumstances of force majeure did not occur has the right to withdraw from the Contract by sending a written notification thereof to the other Party. Thereafter, each Party shall settle any obligations incurred through the day the Contract has been terminated.

**Final provisions**

## Article 19

This contract is concluded for the procurement of the goods defined herein and shall expire upon the delivery thereof.

## Article 20

Should there be any changes to the Supplier's circumstances during the performance of this Contract, his contractual obligations shall be transferred to his legal successors in title.

## Article 21

Either Contracting Party may propose modifications and amendments hereto. These shall be deemed effective if agreed in writing and included as an annex hereto.

Changes of authorized representatives as specified herein may be reported by one Party to the other by submitting a written notice thereof.

## Article 22

The Parties hereto agree on the Code of Obligations (The Official gazette of the Republic of Slovenia, No. 97/07 – official consolidated text) to be used for any provision not agreed upon expressly herein.

## Article 23

The Contracting Parties shall seek settlement of any dispute arising from this Contract in an amicable way. Should that not be possible, the dispute shall come under the jurisdiction of a competent court of law in Ljubljana, Slovenia, and shall be resolved in accordance with the Slovenian legislation.

## Article 24

This Contract shall be written in 2 (two) identical copies, 1 (one) of which shall be kept by each Party hereto.

The Parties hereto agree that this Contract shall take effect on the day both Parties' signatures are affixed on condition that, within twenty (20) days from the date of the last signature, the Supplier submits a bank guarantee or suretyship insurance for satisfactory performance of the contractual obligations hereunder.

Number: \_\_\_\_\_  
Ljubljana, date \_\_\_\_\_

**BUYER:**

**Republic of Slovenia  
MINISTRY OF DEFENCE**

**SUPPLIER:**

\_\_\_\_\_  
\_\_\_\_\_

Appendices to be considered as integral parts hereof:

- Appendix to the Contract – Codification Clause,
- Appendix to the Contract – Definition of quality control for the acceptance of products/services
- Bid no. \_\_\_\_\_ dated \_\_\_\_\_;

\_\_\_\_\_

Place and date

Stamp

\_\_\_\_\_

Signature of a legal representative

**APPENDIX TO THE CONTRACT****DEFENCE FORCE CONTRACT CODIFICATION CLAUSE**

In accordance with SVS STANAG 4177 (Uniform system of data acquisition) the Supplier will provide codification data and technical documentation to National Codification Bureau of MoD Slovenia for all items of supply identified for the life cycle of equipment subject to the Contract. All data will be submitted to the MoD Codification Authority at least ninety days prior to delivery of the equipment. Unless specifically authorized by the contracting authority, items shall not be released for shipment without being identified with a NATO Stock Number (NSN).

**Codified Items**

The Supplier is to provide a listing of existing NATO Stock Numbers (NSNs). If MoD Codification Authority finds that submitted data does not comply with the requirements as set out by the codification clause provisions, the MoD Codification Authority shall provide itsv comments to the contractor. The Supplier shall than within twenty days upon receipt of MoD Codification Authority's comments amend and re-submit data accordingly. The listing shall also include items procured from sub-contractors or vendors and is to contain:

- a) the Item Name - Original Name of Product,
- b) the NATO Stock Number (NSN),
- c) the Supplier's Reference (part number + NCAGE) Number (if utilized),
- d) the true manufacturer's or Design Control Authority's Reference Number,
- e) the true manufacturer's or Design Control Authority's NCAGE or name and address  
if not the prime contractor and
- f) the Standardization Authority and Standard No. for standardized parts;
- g) measurement unit;
- h) batch type (limited time material, ammunition..);
- i) item with serial no. (YES/NO);
- j) estimated supply time (in days);
- k) gross weight;
- l) net weight;
- m) weight measurement unit (kg, g, ..);
- n) EAN or UPC code;
- o) Type of EAN or UPC code;
- p) Volume;
- q) Volume measurement unit;
- r) Minimum order size;
- s) Dimensions (L x W x H) in mm;
- t) Unit price (EUR);
- u) Package quantity;
- v) DOT nomenclature (ammunition data:UN0012,..);
- w) Hazard class (ammunition data:1.4S,..);
- x) Packaging data (ammunition data: M2A1 METAL BOX,...);
- y) Cartridge grouping type (ammunition data: link M27..);
- z) Link model (ammunition data: 4B/1T,..);
- aa) Weapon for which designed (ammunition data);

**Non-Codified Items**

1. In addition to the information required for Codified Items (except NSN) the Supplier shall provide to the National Codification Authority sufficient technical data to enable codification of items of supply.

2. Technical data for each item may include the manufacturer's engineering drawing, standard, specification and/or data specification sheet (brochure). Regardless of which of these formats is provided, the data must clearly provide the following:

- the physical characteristics (material, dimensions, tolerances);
- performance data (i.e. functional and operating requirements such as speed, load);
- electrical and/or electronic characteristics;

- complete technical description including specifications, applied national and international standards and documentation for asset identification;
- drawings (when applicable, primarily for modified assets),
- Trade name or established name of asset;
- the manufacturer's unique bar code number;
- mounting requirements;
- special features which contributed to the uniqueness of the item(s); and
- application within the end item.

### **General provisions**

1. The Supplier shall inform the MoD Codification Authority of any restrictions concerning the disclosure of technical data.
2. The Supplier is ultimately responsible, under the terms of this contract, for the provision of technical data for all items of supply identified for the life cycle of equipment. The Supplier shall include the terms of this clause, or an equivalent contractual instrument in any subcontracts, to ensure the availability of the technical data.
3. For items procured by the prime contractor from a sub-contractor or vendor, the prime contractor will furnish the name of the actual manufacturer and their unique identifying part number and bar code number along with all necessary technical documentation.
4. If MoD Codification Authority finds that submitted data or documentation does not comply with the requirements as set out by the codification clause provisions and consequently does not enable codification of items of supply, the MoD Codification Authority shall provide its comments to the Supplier. The Supplier shall then within twenty days upon receipt of MoD Codification Authority's comments amend and resubmit data accordingly.
5. If the Supplier submits unacceptable technical data the decision of MoD Codification Authority shall prevail.
6. Any further clarification of requirements concerning the codification technical data will be processed by the MoD Codification Authority.
7. The Supplier shall contact the MoD Codification Authority immediately after the contract has been signed to make further detailed arrangements.

## **APPENDIX TO THE CONTRACT**

### **DEFINITION OF QUALITY CONTROL FOR THE ACCEPTANCE OF PRODUCTS**

#### **SCOPE OF APPLICATION**

##### **1.1**

Based on a concluded contract, buyer/contracting authority and seller/service provider/supplier shall in this appendix define the principles, conditions and method to implement quality control for the acceptance of products (hereinafter: acceptance), and control over seller's/service provider's/supplier's quality assurance system.

#### **GENERAL PROVISIONS**

## 2.1

Both contracting parties shall observe the principle of due diligence and the principle to carry out delivery and acceptance of products without unnecessary costs for both parties, while taking into account the rules of the profession.

## 2.2.

Seller/service provider/supplier has to adequately manage the quality system by:

- ☐ ☐ Submitting documents on control and testing of the subject of the contract, during the implementation of acceptance or delivery of products;
- ☐ ☐ Executing the prescribed or agreed method of quality control for the products;
- ☐ ☐ Precisely defining the responsibility for quality;
- ☐ ☐ Considering the requirements of the buyer regarding the quality control system;
- ☐ ☐ Applying the same requirements for sub-contractors as have been applied to the seller/service provider/supplier by the buyer/contracting authority.

### **APPROACH TO QUALITY CONTROL**

## 3.1

An authorized representative of the buyer/contracting authority initiates the quality control for the acceptance of products on the basis of the received Notification on products prepared for acceptance (Form SS 12-7) submitted by the supplier to the designated address of the buyer/contracting authority, if necessary, together with data on the transport unit of products and professional recommendations for the implementation of acceptance.

Form SS 12-7 is a constituent part of this Appendix.

Product is prepared for acceptance when it is compliant with contractual provisions, complete in a quantitative sense, properly packed and marked as well as accompanied by appropriate documents, as required by the contract. Until quality control, product shall be kept separately from other products and positioned so as to enable access to each packaged transport unit and so that the marking of the unit is evident from all sides or sampling and marking are enabled.

As a rule, the acceptance shall be carried within eight days upon receiving the SS 12-7 form. Buyer/Contracting authority may perform occasional quality control of the manufacturing procedure of the seller/service provider/supplier prior to the final acceptance of products. All findings of occasional controls of the manufacturing procedure shall be entered into Minutes on prior/phase/milestone control, which are then signed by the authorized representative of the buyer/contracting authority and authorized representative of seller/service provider/supplier.

### **Acceptance execution**

## 4.1

Implementation of quality control may, on the basis of a written acceptance protocol or agreement, be carried out at seller's/service provider's/supplier's location or buyer's/contracting authority's location, unless otherwise agreed in the contract.

## 4.2

The authorized representative of the buyer/contracting authority carries out the quality control following the rules of profession by using:

- ☐ ☐ Prescribed and standardized preparations and control methods,
- ☐ ☐ Measurements and tests of products' characteristics,
- ☐ ☐ Comparison of results with the records in the technical documentation of manufacturer/contractor and technical requests of buyer/contracting authority defined in the contract,
- ☐ ☐ Assessment of immeasurable characteristics and attributes.

The authorized representative of the buyer/contracting authority shall measure quality characteristics depending on the mutually coordinated protocol of acceptance or control plan and depending on the scope and complexity of the product in the following way:

- ☐ ☐ 100 % examination;
- ☐ ☐ Random inspection;
- ☐ ☐ Sampling;
- ☐ ☐ Certification;
- ☐ ☐ Verification on the basis of comparison to a confirmed sample (from tender or own).

If the quantity requires that the quality control is carried out by sampling, the authorized representative of the buyer/contracting authority shall use the ISO 2859 Standard during quality control of products, unless otherwise agreed in the contract.

The composition of lots, their size and method for their presentation and identification, shall be prepared by the supplier/service provider/seller and approved by the authorized representative of the buyer/contracting authority.

#### 4.3

Should the authorized representative of the buyer/contracting authority decide that additional tests are required for quality control, seller/service provider/supplier is obligated to enable and execute them with the help of his experts, at his location, with his devices and additional material.

In case the seller/service provider/supplier cannot enable and perform additional tests with the help of his experts, on his location, using his devices and additional material, the additional tests are carried out by the appropriate institutions at seller's/service provider's/supplier's expense.

The authorized representative of the buyer/contracting authority may also include a custodian of the contract, head of the project or representative of the proposer of contract as professional help when identifying goods or determining the required characteristics.

#### 4.4

The authorized representative of the buyer/contracting authority can decide to either accept or decline the consignment.

The acceptance of products shall be confirmed by signing the Minutes on quality control of products (Form SS 14-7), which shall also contain assessment **"Quality does comply with contractual provisions"**.

Should the authorized representative of the buyer/contracting authority decline the acceptance of products, the declination must be substantiated in writing, and the reasons for it stated in the Minutes, together with the assessment **"Quality does NOT comply with contractual provisions"**.

### **COSTS OF QUALITY CONTROL IMPLEMENTATION**

#### 5.1

The costs that shall arise during a regular acceptance and with a favourable result for the buyer/contracting authority shall be carried by the buyer/contracting authority, in case of an unfavourable result for the buyer/contracting authority, costs are carried by the seller/service provider/supplier.

In case of non-compliance of results, obtained during quality control for the acceptance of products, with the data from the technical documentation of manufacturer/contractor and requirements from the contract and consequentially in case of a decision to repeat sampling, measuring or testing, seller/service provider/supplier shall pay for the incurred costs.

### **Seller's/Service provider's/Supplier's obligations**

#### 6.1

Seller/service provider/supplier has to enable the authorized representative of the buyer/contracting authority implementation of quality control of products in a prescribed way and following the rules of the profession.

## 6.2

Regardless of the fact whether the products have been accepted or not, the seller/service provider/supplier has to remedy the established non-compliance or deficiencies, supplement or replace any missing part of the product or document, if the authorized representative of the buyer/contracting authority has assessed this to be a minor functional non-compliance or minor deviation and has defined a deadline for its remedy.

In cases when, after the implemented quality control and acceptance, it proves that the quality of products is not in accordance with the contractual provisions due to an overlooked or a hidden defect, both contracting parties shall use the provisions of legal regulations which govern the contractual obligations in order to settle the complaint.

## 6.3

Seller/service provider/supplier has to draw up, possess and maintain records, which prove that the products have been controlled and/or tested. These records must clearly show that the products have passed the control on the basis of the requirements of the buyer/contracting authority. The mentioned records must clearly define the prescribed liability of parties.

## 6.4

Seller/service provider/supplier is obligated to inform the authorized representative of the buyer/contracting authority about the date of the beginning of production, if this involves production activity.

Buyer/contracting authority has the right to control the production of goods intended for him, unless otherwise agreed in the contract.

## 6.5

When purchasing products in a country that is a member of the NATO or a partner country, which has adopted STANAG 4107, the Quality Control, on the basis of the mentioned STANAG, may be included in the contractual provisions. The request for the implementation of quality control is carried out on the basis of reciprocity, in the scope of STANAG 4107 and appropriate SVS AQAP.

The final Quality Control shall be carried out by the internal organisational unit of the Ministry of Defence of the Republic of Slovenia, which is competent for the implementation of quality control.

## General

### 7.1

These provisions are to be used reasonably, as an Appendix to the contract and depending on the type of subject of the contract.

**Appendix:** Notification on products prepared for acceptance, Form SS 12-7

**Appendix:** Minutes on Quality Control of Products, Form SS 14-7,

**Form SS 12-7**

SERVICE PROVIDER/SUPPLIER/SELLER



REPUBLIC OF SLOVENIA  
**MINISTRY OF DEFENCE**

LOGISTICS DIRECTORATE

Materiel Management Division  
Materiel Acceptance Section  
Vojkova cesta 59, 1000 Ljubljana

**NOTIFICATION ON PRODUCTS PREPARED FOR ACCEPTANCE**

Contract/Purchase order number: \_\_\_\_\_

Contract/Purchase order date: \_\_\_\_\_

Contractual date/date of delivery: \_\_\_\_\_

Name of supplier's authorized person<sup>1</sup>: \_\_\_\_\_

Availability: fax \_\_\_\_\_ telephone \_\_\_\_\_ mobile phone \_\_\_\_\_

Number of delivery/consignment<sup>2</sup>: \_\_\_\_\_

Place of Acceptance: \_\_\_\_\_

Seq. no. <sup>3</sup>	Identification <sup>4</sup>	Item <sup>5</sup>	Quantity	Unit <sup>6</sup>

**SS 12-7**

In/At \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Supplier's/Seller's signature

**NOTE:**

1. Name of the person that will assist with the acceptance procedure on the part of the supplier.
2. Sequence number of delivery/consignment if the delivery has been split into more than one phase/delivery/consignment.
3. Sequence number of a product when various goods/services are delivered.
4. Code or NSN of the ordered product, if it has already been obtained by the supplier.
5. Commercial name of the product.
6. Measurement unit of the product.

**PLEASE SUBMIT THIS NOTIFICATION TO:  
Ministry of Defence of the Republic of Slovenia**



**E-mail: glavna.pisarna@mors.si**  
**Address: Vojkova cesta 55, 1000 Ljubljana, Slovenia.**

**Form SS-14-7**



REPUBLIC OF SLOVENIA  
**MINISTRY OF DEFENCE**

LOGISTICS DIRECTORATE

Materiel Management Division  
Materiel Acceptance Section

Vojkova cesta 59, 1000 Ljubljana

T: + 386 1 471 23 05  
F: + 386 1 471 12 65  
E:

glavna.pisarna@mors.si

www.mors.si

Number:  
Date:

### MINUTES OF QUALITY CONTROL OF PRODUCTS

Acceptance Code:

Supplier/Service provider/Seller:			Address:	
Identification	Item	Unit	Quantity	Notes
Contract number:		Contract date:		Contractual date of delivery:
Delivery note/Invoice number:				

Quality Assessment:	
Compliance verification method – control was carried out using the following method (please circle): 1. 100% examination; 2. Random inspection; 3. Certification; 4. Sampling; 5. Comparison to a certified sample;	
Assessment: <b>QUALITY DOES (NOT) COMPLY WITH CONTRACTUAL PROVISIONS</b>	
Place of inspection:	Date of inspection:
<b>STATEMENT :</b> <b>SUPPLIER/SELLER GUARANTEES THAT THE ENTIRE DELIVERED QUANTITY OF PRODUCTS IS OF THE SAME QUALITY AS CONTROLLED SAMPLES.</b>	
<b>PROVISION :</b> <b>IF THERE IS A DELAY IN DELIVERY/IMPLEMENTATION/SERVICE, CONTRACTING AUTHORITY SHALL IMPOSE THE AGREED CONTRACTUAL PENALTY.</b>	

Supplier/Service provider/Seller's authorized representatives:

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**Buyer's/Contracting authority's authorized representatives:**

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**Notes:**

Organisational unit which will enter the data into the materiel records:

**SS 14-7**

**Sent to:**

- Supplier/Seller (without enclosures – received during the acceptance),
- Custodian of the contract (XY, OU, by IRDG – with enclosures),
- Contracting authority/Proposer of the contact (XY, OU, by IRDG – with enclosures)
- User (XY, OU – by IRDG – with enclosures),
- Bookkeeper (XY, OU by IRDG – with enclosures),
- Archives, Materiel Management Division (Original – without enclosures).

**Enclose:**

1. Delivery documents,
2. Warranties,
3. Statements of Quality,
4. Technical documentation.

**LETTER OF AUTHORIZATION**

**to participate in public opening of Bids**

**AUTHORIZING AGENCY:** \_\_\_\_\_

\_\_\_\_\_  
(registered office or name and address)

**LEGAL REPRESENTATIVE:** \_\_\_\_\_  
(name and surname)

**REPRESENTATIVE AUTHORIZED FOR BID OPENING:**

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**(name, surname and address or registered office of authorized representative,  
relation with the Bidder)**

This letter of authorization refers to the public opening of bids received in response to the public procurement procedure for \_\_\_\_\_, published on Public Procurement Portal under no. \_\_\_\_\_, which will be held on Vojkova cesta 59, 1000 Ljubljana on \_\_\_\_\_ at \_\_\_\_\_ hrs.

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**(signature and stamp of authorizing agency)**