



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

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Number:

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COURTESY TRANSLATION

INVITATION TO TENDER

for

**the award of a public contract in the field of defence and security
following a negotiated procedure with prior publication
for the selection of the Contractor for**

MAINTAINING OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) – goods and services

MORS 326/2021-ON-PSPs

CONTRACTING AUTHORITY:

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

I. INVITATION

1. INVITATION TO TENDER

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, concerning the conclusion of a contract for MAINTAINING OPERATIONAL STATUS OF FALCON F-2000EX (PW308C).

The public contract award 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-1I, and 52/16; hereinafter ZJNPOV).

2. REFERENCE NUMBER AND SUBJECT OF PUBLIC CONTRACT AWARD PROCEDURE

Reference number: 326/2021-ON-PSPs.

Subject: MAINTAINING THE OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) – goods and services

The work subject to the contract will be limited to the geographical area of Europe. The description of work subject to this contract award procedure and other requirements concerning the subject of this public contract award procedure are laid down in Chapter V. Description of work. Details of requirements relating to quality, technical aspect and logistics are set forth in Scope of Work (hereinafter: SOW), appended to this Invitation to Tender to constitute its integral part.

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

Acronyms used in this Invitation to Tender:

- SOW: Scope of Work;
- SLO MAA: National Military Aviation Authority in the Republic of Slovenia
- MAA: National Military Aviation Authority,
- OEM: Original Equipment Manufacturer.

3. BID SUBMISSION

The Bids must be submitted to: Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana, Slovenia by **22 November 2021, 12:00 hrs. (noon)**.

The Contracting Authority's main administrative office where Bids may be submitted in person is open every working day from 09:00 to 13:00 hrs. Any Bid submitted after the closing date and hour for submission as specified above will not be opened and as such will be returned to the Bidder.

A Bid may be submitted in person only if requirements of testing, recovery or vaccination are met; please note that the PCR test must not be older than 72 hours, and the Rapid Antigen Test must not be older than 48 hours, from the time the swab was taken.

The Bidder shall be entitled to withdraw his Bid at any time during this contract award procedure.

4. TIME AND PLACE OF BID OPENING

The public opening of the Bids submitted will be held at: Ministry of Defence, Logistic Directorate, Vojkova 59, 1000 Ljubljana on **23 November 2021, 11:00 hrs.**

The public Bid opening may be attended only if requirements of recovery, vaccination or testing are met; please note that the PCR test must not be older than 72 hours, and the Rapid Antigen Test must not be older than 48 hours, from the time the swab was taken.

5. BID VALIDITY

The Bid, inclusive of all documentation relating thereto, shall be valid for a period of 150 days calculated 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 shall be submitted in writing.

6. ESTIMATED TIME AND PLACE OF DELIVERY OF SERVICES

Estimated time of delivery of services: From the date of signature of the contract over a period of not more than 24 months calculated from the date of contract signature by both parties. The work subject to the Contract will be performed successively congruent with the Contracting Authority's actual needs.

Place of performance of services: provisionally the Contractor's premises. The Contracting Authority and the Contractor may decide on a different location on a case-by-case basis.

Place of delivery of spare parts: provisionally the Contracting Authority's premises: MORS, Military Post Jernej Molan, Warehouse 153. LETEHESK, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia. The Contracting Authority and the Contractor may decide on a different location on a case-by-case basis.

Place of Training: provisionally the Contractor's premises, unless agreed otherwise on a case-by-case basis. The parties shall agree on the dates and duration of the training on a case-by-case basis.

7. ESTIMATED CONTRACT VALUE

The Estimated Total Value for a period of 24 months shall amount to **EUR 3,200,000.00, inclusive of VAT, or EUR 2,622,950.82, exclusive of VAT.**

The values stipulated above shall not be binding on the Contracting Authority and will be adjusted to the Contracting Authority's actual needs and the available budget.

The Contracting Authority shall not be held liable or otherwise responsible for damage arising from its failure to achieve the estimated contract value i.e. the estimated value of the contract.

8. TERMS OF PAYMENT

The Contracting Authority shall pay any correct e-invoice, which shall serve as the basis for payment, on the **30th day** calculated from the first day after the day of official receipt of the document (e-invoice) at the Contracting Authority's address: Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana, Slovenia. Each invoice shall cite the name of the unit that issued the Order Form, the number of the Contract and the number of the Order Form. Should the e-invoice fail to include the required information, it will be rejected.

E-invoices shall be used solely by the Slovenian legal entities, the foreign contractors shall e-mail their invoices as .pdf documents to: glavna.pisarna@mors.si.

9. CONTRACT AWARD DECISION

The Contracting Authority shall publish the signed Contract Award Decision on the Public Procurement Portal. The Decision shall be deemed to have been served on the date of the said publication.

10. CONCLUSION OF CONTRACT

Under Paragraph 5, Article 77 of the ZJNPOV, the Contracting Authority shall enter into a contract with the selected Bidder after the decision on the public contract award takes effect.

11. RIGHT TO CANCEL AND WITHDRAW FROM PUBLIC CONTRACT AWARD PROCEDURE

Under Article 77 of the ZJNPOV, the Contracting Authority reserves the right to cancel this public contract award procedure at any time without any liability to the Bidders participating in the procedure or the Bidders intending to participate.

12. 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 organisation 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 fulfilment of the 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 RELATIVE TO PROCUREMENT PROCEDURE

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

2. BID LANGUAGE, FORM, AND CONTENT REQUIREMENTS

2.1 The Bid shall be drawn up in Slovenian or English. The bidding values (prices) shall be quoted in EUR. The Bidder shall submit the required technical data in either the Slovenian or English

language. Should the technical data be written in any other language, a translation thereof into English or Slovenian must be attached.

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, in the upper left corner, the following designation: **»DO NOT OPEN, BID; MORS 326/2021-ON-PSPs; MAINTAINING OPERATIONAL STATUS OF FALCON AIRCRAFT«** should be written. 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 of the Bid, the Bidder shall submit his 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 shall not include Chapter I. – Invitation to Tender, Chapter II. – Bid preparation and Chapter IV. – Bid evaluation.

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

3. QUERIES RELATING TO TERMS AND CONDITIONS INCLUDED IN THIS INVITATION TO TENDER

If a prospective Bidder needs an explanation of terms and conditions included in this 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 OF BID AND ALTERNATIVE BIDS

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

5. BIDDING PRICE

The Bidder shall complete "Appendix 2: Bid - Bidding prices" as appropriate and attach the relevant price lists thereto as required under Chapter III.

For detailed description of pricing and bidding conditions relating to individual orders, see Draft Contract – Appendix 10.

6. CALCULATION ERRORS

The Bids received 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 set for verifying 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, and SOW.

Bids will be evaluated based on the criteria specified under Chapter IV – Bid Evaluation.

8. SUBCONTRACTORS

"Subcontractor" means any economic operator, either a legal entity or a natural person, that will provide the goods and services directly related to the subject of this contract award procedure on behalf of the Bidder with whom the Contracting Authority will conclude a contract under ZJNPOV.

For the purposes of this contract award procedure, the following shall not be deemed as subcontractors:

- any economic operator or natural person with whom the Bidder has already signed a long-term cooperation contract;
- authorized maintenance organisations that will actually perform work on the aircraft subject hereto.

Should the Bid submitted include subcontractors, the requirements stipulated in this Invitation to Tender must also be met by any subcontractor included. The Bidder shall be held fully responsible to the Contracting Authority for the performance of the any Order irrespective of the number of the subcontractors engaged.

Should the Bidder perform the contract through 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.

The financial collateral specified under Chapter III shall be submitted by the group leader.

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 covered by the Bidder.

11. ACCESS TO BIDS AND PROFESSIONAL SECRECY

The Contracting Authority will grant 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, official consolidated text), 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. This document should clearly demonstrate that the decision had been signed prior to the Bid submission closing date. Should a bidder be invited to supplement his bid, the decision 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 line item, 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 the conditions stipulated under this Chapter. In order to prove compliance with the said conditions, the Bidder must enclose the supporting documents as specified after each condition listed below. Photocopies of the documents required may be submitted unless specified otherwise. The forms - statements to be submitted by the Bidder constitute part hereof. The Bidder's Statements 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 status. 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 Bids received either prior to adopting the contract award decision or prior to concluding the Contract at the latest. The foregoing may be verified by SLO MAA.

Should the Contracting Authority establish that the information included in a Bid does not exist or is untrue, the Contracting Authority will disqualify the Bidder from the public contract award procedure, or will not award the Contract to the said Bidder, or will not sign the Contract with him.

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 and 158/2020, ZIntPK), 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. Should the Bidder submit an incorrect statement or untrue information thereon, the contract shall be considered null and void.

1. BIDDER'S DETAILS

1.1 The Bidder shall submit the information required.

EVIDENCE:

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

2. BASIC SUITABILITY

2.1 The Bidder and his legal representatives, if these are legal persons, have not been convicted by a final judgment with res judicata effect of the acts defined in Paragraph 1, Article 32 of the ZJNPOV.

EVIDENCE:

- Completed, signed and stamped **Appendix 4** – Statement made under criminal and material liability to certify that the Bidder and his legal representatives, if these are legal persons, have not been convicted by a judgment with res judicata effect of the acts defined under Paragraph 1 of Article 32 of the ZJNPOV.

The Bidder shall also submit a sworn declarations of no conviction (**Appendices 4A and 4B**) made before a competent judicial or administrative authority, or a notary, or a qualified professional or trade body, in the country where the Bidder has his head office. The declarations shall not be signed more than 2 weeks before the closing date for Bid submission.

A proof of no conviction issued by a competent body of the country of the Bidder shall also be accepted as appropriate.

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

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, in the last 3 years prior to the deadline for Bid submission, has not been 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 made 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 either an attestation issued by the competent authority of the country of the Bidder's head office certifying the Bidder/subcontractor's status with respect to the condition under 2.2. Should this not

be possible, the Bidder/subcontractor shall submit his own written statement (Appendix 5), made under criminal and material liability, declaring compliance with the condition under 2.2 and stating that the country of the Bidder/subcontractor does not issue such supporting documents.

2.3 The selected Bidder shall submit, on the Contracting Authority's request submitted either in this contract award procedure or during performance of the Contract, within eight (8) days of receipt of such request, the information on:

- his 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.

EVIDENCE:

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

2.4 The Bidder and his legal representative(s) shall not be linked to any official holding office in the Ministry of Defence of the Republic of Slovenia and/or any member of the official's family, as specified under Integrity and Prevention of Corruption Act, Article 35 (1).

Integrity and Prevention of Corruption Act, Article 35 (1):

(1) A public sector body or organisation which is committed to conducting a public procurement procedure in accordance with the regulations on public procurement or which carries out the procedure for granting concessions or other forms of public-private partnership, may not order goods, services or construction works, enter into public-private partnerships or grant special and exclusive rights to entities in which the official who holds office in the body or organisation concerned or in cases where the official's family member has the following role:

- *participating as a manager, management member or legal representative; or*
- *has more than a 5% level of participation in the founders' rights, management or capital, either by direct participation or through the participation of other legal persons.*

EVIDENCE:

- **Duly completed, signed and stamped Appendix 5A** – Statement concerning restrictions of business activities.

3. ECONOMIC AND FINANCIAL VIABILITY

3.1 Performance Bond

As a guarantee for satisfactory performance of his contractual obligations under the Contract, the selected Bidder shall present to the Contracting Authority, not later than in 20 (twenty) days after the signature of the Contract, **a bank guarantee, or a suretyship insurance of an insurance company**, compliant with the template enclosed in this Invitation (**Appendix 6**), in the amount of EUR 30,000.00. The Performance Bond must be valid through 31 January 2023 or through the expiry date of the Contract. Not later than 14 days before the validity of the Performance Bond expires, the Contractor shall present to the Contracting Authority either a new or a renewed Performance Bond to be valid through 31 January of the following year. **A valid Performance Bond is a prerequisite for the validity of any Contract.**

3.2 Subcontractors

If the Bidder intends to perform the Contract through a subcontractor, the Bid should enclose:

- **Appendix 7:** Subcontractor's Details, and
- **Appendix 7a:** Participation of subcontractors, and
- **Appendix 7b:** Statement of Direct Payment to Subcontractor (*if the Subcontractor in question requires direct payments*).

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

The obligatory elements of any public Contract include the following information: 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 change the subcontractor or award a subcontract to a new subcontractor, the foregoing shall be subject to the Contracting Authority's prior written authorization, the Bidder will also submit all required evidence on the subcontractor's compliance with the conditions set in this Chapter.

3.3 The Bidder shall confirm the Umbrella Statement.

EVIDENCE:

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

3.4 The Bidder shall complete Bid - Bidding Prices (Appendix 2) accompanied by the required documents.

EVIDENCE:

- Duly completed, signed and stamped **Appendix 2: Bid - Bidding Prices**, accompanied by the required certificates and price lists (as listed in Appendix 2).

3.5 The Bidder shall sign and stamp the Draft Contract included herein.

EVIDENCE:

- Signed and stamped Draft Contract – **Appendix 10**.

The Bidder may suggest modifications of and additions to the contract, which must be substantiated. Please note that for any changes to the Liquidated Damages and the Performance Bond clauses the Bidder intends to propose, the Bidder shall first submit a query thereabout in accordance with section 3 of Chapter II of this Invitation to Tender.

4. TECHNICAL CONDITIONS

Maintenance shall fully comply with the conditions specified in SOW.

EVIDENCE:

- Duly completed, signed and stamped form in **Appendix 9 - Statement**.

4.1 Where a Bidder is not the service provider performing the services, the Bidder shall submit the following for the actual service provider:

- Approval Certificate proving that the said service provider has been approved as a service centre by the OEM – if such certificate is issued for the aircraft subject to maintenance,
- Service Centre Approval Certificate issued by the national CAA - if such certificate is issued for the aircraft subject hereto,
- Maintenance Organisation Approval Certificate issued by the national MAA proving that the service provider has been approved as a maintenance organisation to perform work on the aircraft in question and its equipment (if the Bidder holds such certificate – not a disqualification criterion)
- Document describing the maintenance organisation's experience in the maintenance of the aircraft subject hereto

4.2 If a Bidder is not the service provider, the evidence proving his business relationship with the service provider in question shall be submitted.

EVIDENCE:

Valid contract for provision of the services subject to this Tender signed between the Bidder and the service provider or a letter of cooperation shall be submitted. The foregoing shall include at least the following information:

- Bidder's details,
- Service provider's details,
- Subject of the contract/agreement,
- Date of signature of the contract/agreement,
- Duration of the contract/agreement.

4.3 The Bidder shall submit any engaged service provider's details:

- Location and distance from Ljubljana, Slovenia,
- Service center's capacity,
- Capability to secure unimpeded supply of spare parts,
- Technical documentation management,
- Other information of possible significance to performance of work under this contract award procedure.

EVIDENCE:

- Relevant documents, statements and evidence containing the details mentioned above.

5. OTHER CONDITIONS AND EVIDENCE

5.1 The Bidder shall submit details of the Point(s) of Contact responsible for implementation of individual orders – **Appendix 8.**

5.2 Geographical limitations

The service center where the maintenance-related works are to be performed must be situated within the geographical area of Europe.

IV. NEGOTIATIONS AND BID EVALUATION

The Contracting Authority will select **the most advantageous** Bid for the entire contract provided the Bid meets the conditions set forth under Chapter III – Methodology for verifying the Bidder's competence to perform the contract. The selection will be based on the following evaluation criteria:

- The lowest total value of preventive maintenance will be awarded **maximum 80 points**. The total value of the inspections without VAT specified in **Appendix 2a** as the **aggregate amount of the values in column 6** shall be considered.
- The shortest time offered for preventive maintenance will be awarded **maximum 20 points**. The total turn around time expressed in working days and specified in **Appendix 2a, the aggregate of values specified in column 7 (lines 14+23+33)** will be considered.

A bid may be awarded maximum 100 points.

EVIDENCE: Appendix 2 – BID – Bidding prices

Should more than one Bidder be awarded the same total number of points, the Bidder who offered the lower hourly rate for work performed at the Contractor's location by aircraft technicians shall be selected.

EVIDENCE: Appendix 2b

The Contracting Authority will conduct the negotiations and evaluate the Bids as follows:

Phase 1: Following the public opening of the received Bids, the Bids will be examined. At this stage, the Contracting Authority may request the Bidders that have submitted all the information required for evaluation to correct any calculation errors, formal irregularities, submit any clarifications, and correct any non-compliance identified.

Phase 2: The Contracting Authority will seek to coordinate the implementation of the contract with the Bidders and conduct negotiations over the pricing of the subject of the contract. The negotiations may be conducted in several rounds; the Contracting Authority will announce the final round thereof in advance. The final round of negotiations may resume only if two or more Bidders have been awarded the same total number of points.

Phase 3: The Bidders will submit their final Bids.

Phase 4: following the public opening of the Bids and their examination and analysis, the Bid awarded the most points during the negotiations will be further examined for compliance with the requirement of approved maintenance organisation, the said approval will be issued by the Slovene Military Aviation Agency. Should this Bidder not fulfill the said requirement, the Bid ranked second will be examined for the same purpose. This procedure will be repeated until the Bid being examined is deemed to be complete.

The Contracting Authority is entitled to merge the phases mentioned above.

V. DESCRIPTION OF SUBJECT OF CONTRACT AND OTHER CONTRACTING AUTHORITY'S REQUIREMENTS

Subject of contract: **MAINTAINING THE OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) AIRCRAFT - services and goods**

Congruent with the norms in force, and as agreed with the Contracting Authority, the Contractor shall, by itself or through authorized repairers, conduct service checks, perform preventive and corrective maintenance, and other works and services, including supply of spare parts, equipment, tools and other necessary materials required for maintaining the operational status of FALCON F-2000EX S/N 015 aircraft and its engines manufactured by Pratt&Whitney, Canada, and APU manufactured by Honeywell, all owned by the Ministry of Defence of the Republic of Slovenia.

Any work performed shall comply with the aeronautical regulations (quality control, certificates) – this applies to services (including training), goods, tools, technical documentation and CAMP. In agreement with the Contracting Authority and in compliance with the instructions thereof, any intervention performed shall be recorded in the technical documentation of the aircraft, engines and other equipment. Following completion of any maintenance work, the service provider shall issue a relevant certificate.

- A. Maintenance and servicing of the aircraft, components, equipment, tools, and the engines installed (PW308C) shall be performed in full compliance with the requirements specified in SOW appended hereto.
- B. Supply of spare parts, equipment, tools and other necessary materials required for maintaining the operational status of the aircraft.
- C. Training of aircraft maintenance staff:
 - Aircraft Type Rating Training required for Endorsement into category A/B1/B2/C, EASA Part 66 AML Licence, and
 - specialist maintenance training for the aircraft and equipment.

The Training shall be performed by an organisation holding a valid EASA Part 147 approval certificate for training relative to the type of the aircraft in question. Where an organisation is not a Type Certificate holder, it shall obtain a special approval issued by SLO MAA.

Upon successful training completion, the service provider shall issue Training Course Certificates in accordance with EASA Part-66/147.

- D. Other services:

Where necessary, and if agreed with the Contracting Authority, any other services related to maintaining the operational status of the aircraft (rental of engines, components, tools, equipment, transport packing material, testing, extraction, protection, transport, freight forwarding, insurance...) shall be performed.

The scope of maintenance:

A. Preventive maintenance as per the valid technical documentation:

- Dassault Falcon 2000EX MPD Chapter 5 - last revision & applicable supplemental manuals
- Dassault Falcon 2000EX MM Chapter 5-40 - last revision & applicable supplemental manuals
- Falcon 2000EX AMM - last revision & appendix
- PW308C EMM - last revision & applicable supplemental manuals
- GTCP36-150 (F2M) APU MM - last revision & applicable supplemental manuals

The following preventive maintenance inspections are expected to be performed:

- **February 2022:** ANNUAL IRE INSPECTION
BASIC INSPECTION
12M / 400 / 800FH INSPECTION
12M INSPECTION
36M / 2400FH INSPECTION
36M INSPECTION
ENGINE NO.1 »MINOR« INSPECTION
ENGINE NO.2 »MINOR« INSPECTION
3B INSPECTION
1C INSPECTION
3C INSPECTION
FULL AIRCRAFT PAINTING
DASSAULT SB 431, 403-R1, 378, 330, 373, 156, 425.
FAA 2021-08-07, AD 2018-0022, AD 2016-0149, AD 2016-0110.
- **March 2023:** ANNUAL IRE INSPECTION
BASIC INSPECTION
12M / 400 FH / 800FH INSPECTION
12M INSPECTION
24M / 1600FH INSPECTION
24M INSPECTION
1B INSPECTION
2B INSPECTION
- **February 2024:** ANNUAL IRE INSPECTION
BASIC INSPECTION
12M / 400 FH / 800FH INSPECTION
12M INSPECTION
36M / 2400FH INSPECTION
36M INSPECTION
4B INSPECTION
ENGINE NO.1 »MINOR« INSPECTION
ENGINE NO.2 »MINOR« INSPECTION
AD 2018-0022, AD 2016-0149.

B. Corrective maintenance:

- on call AOG team services in the field,
- defects, major repairs if aircraft components, major repairs of the aircraft, modifications as needed;
- implementation of the manufacturers' technical directives,
- implementation of CAA and MAA technical directives,
- other services arising out of the Contracting Authority's specific needs and priorities.

If needed and as agreed with the Contracting Authority, the Contractor shall also perform any other services relative to maintenance of the operational status of the aircraft. Any work (service, supply of spare parts...) that needs to be performed abroad (at the Contracting Authority's location e.g. on mission) shall be subject to prior agreement between the Contracting Authority and the service provider on how such interventions will be performed and the prices thereof.

Any service performed shall be provided with the warranty of a minimum of 12 months; any spare part installed or supplied shall be provided with the warranty of a minimum of 24 months.

For more details, see Draft Contract and SOW, appended hereto to constitute an integral part of this Invitation to Tender.

APPENDIX 1: BIDDING FORM

BID NO.: _____

Date: _____

Bidder's Details

(enter the information below)

FULL NAME	
LEGAL REPRESENTATIVE (name and position)	
BIDDER'S ADDRESS	
REGISTRATION NUMBER	
IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (for official mail)	
POINT OF CONTACT – ADMINISTRATOR OF CONTRACT	
MOBILE PHONE FOR POINT OF CONTACT – for official calls	
IBAN	
BIC	
NAME OF THE BANK	
ADDRESS OF THE BANK	
SME (small or medium enterprise) – circle as appropriate	YES / NO
PERSON AUTHORIZED TO SIGN CONTRACT	

Place and date

Stamp

Signature of authorized person

APPENDIX 2: Bid - Bidding prices

Bid no. _____ date: _____.

DESCRIPTION OF WORK	QUANTITY	ESTIMATED VALUE
MAINTAINING OF OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) AIRCRAFT	As per the Order issued	As per the offer submitted The estimated total value of the Contract over a period of 24 months amounts to: EUR 3,200,000.00 incl. VAT or EUR 2,622,950.82 excl. VAT

PLACE OF

PERFORMANCE OF WORK: The Contractor's location or as agreed for a particular order.

PAYMENT : Payment shall be made on the 30th day calculated from the first day after the day of official receipt of invoice at Contracting Authority's address.

TIME OF DELIVERY: to be specified on a case-by-case basis.

DELIVERY TERMS
(INCOTERMS 2020):

The pricing for the materials to be installed in the aircraft at the service provider's premises shall be per EXW delivery terms (INCOTERMS 2020) the service provider's premises. Pricing for the goods supplied to the Contracting Authority shall be per DDP delivery terms (INCOTERMS 2020), insurance and unloading included, the Contracting Authority's premises unless agreed otherwise for the order in question.

WARRANTY: As a rule, any performed service shall be provided with _____ (at least 12)-month warranty. Each spare part installed or supplied shall be provided with _____ (at least 24)-month warranty.

To prove compliance with the requirements, the Bidder (subcontractors and service providers to actually perform the work included) shall submit the following:

- Evidence proving that the Bidder is capable of performing maintenance of the aircraft subject to the contract,
- Effective price list for hourly rates for services (hourly rates per the service provider's profile – technician, engineer,...),
- Effective manufacturer's price list for spare parts (new, overhauled...) and consumables with delivery periods, NSN numbers, and any possible discounts, specifying clearly whether the discounts are already included in the price or not. The price list should be as complete as possible and submitted in electronic format on an appropriate storage medium allowing a search function. Should there be an on-line price list, the Bidder shall provide access thereto and describe how to access it.
- Any other price lists relating to any service-related work under this public procedure.

Bid Validity: 150 days calculated from the closing date for Bid submission.

Place and date

Stamp

Signature of authorized person

APPENDIX 2a: PREVENTIVE MAINTENANCE

Line	MONTH	INSPECTION	TOTAL VALUE OF WORK The Bidder shall attach precise specification (number of hours x hourly rate)	TOTAL VALUE OF MATERIALS The Bidder shall attach precise specification (quantity*price per unit)	TOTAL (WORK + MATERIALS) in EUR excl. VAT	TURN AROUND TIME IN WORKING DAYS* (for the entire set of inspections)	LOCATION OF INSPECTION
1	2	3	4	5	6 = 4 + 5	7	8
1.	February 2022	ANNUAL IRE INSPECTION				-	-
2.		BASIC INSPECTION				-	-
3.		12M / 400 FH / 800FH INSPECTION				-	-
4.		12M INSPECTION				-	-
5.		36M / 2400FH INSPECTION				-	-
6.		36M INSPECTION				-	-
7.		ENGINE NO.1 & NO.2 »MINOR« INSPECTION				-	-
8.		3B INSPECTION				-	-
9.		1C INSPECTION				-	-
10.		3C INSPECTION				-	-
11.		FULL AIRCRAFT PAINTING				-	-
12.		DASSAULT SB 431, 403-R1, 378, 330, 373, 156, 425.				-	-
13.		FAA 2021-08-07, AD 2018-0022, AD 2016-0149, AD 2016-0110.				-	-
14.	2022 TOTAL				EUR _____ excl. VAT	_____ working days	
15.	March 2023	ANNUAL IRE INSPECTION				-	-
16.		BASIC INSPECTION				-	-
17.		12M / 400 FH / 800FH INSPECTION				-	-

Line	MONTH	INSPECTION	TOTAL VALUE OF WORK The Bidder shall attach precise specification (number of hours x hourly rate)	TOTAL VALUE OF MATERIALS The Bidder shall attach precise specification (quantity*price per unit)	TOTAL (WORK + MATERIALS) in EUR excl. VAT	TURN AROUND TIME IN WORKING DAYS* (for the entire set of inspections)	LOCATION OF INSPECTION
1	2	3	4	5	6 = 4 + 5	7	8
18.		12M INSPECTION				-	-
19.		24M / 1600FH INSPECTION				-	-
20.		24M INSPECTION				-	-
21.		1B INSPECTION				-	-
22.		2B INSPECTION				-	-
23.	2023 TOTAL				EUR _____ excl. VAT	_____ working days	
24.	February 2024	ANNUAL IRE INSPECTION				-	-
25.		BASIC INSPECTION				-	-
26.		12M / 400 FH / 800FH INSPECTION				-	-
27.		12M INSPECTION				-	-
28.		36M / 2400FH INSPECTION				-	-
29.		36M INSPECTION				-	-
30.		4B INSPECTION				-	-
31.		ENGINE NO.1 & NO.2 »MINOR« INSPECTION				-	-
32.		AD 2018-0022, AD 2016-0149.				-	-
33.	2024 TOTAL				EUR _____ excl. VAT	_____ working days	
2022 - 2024 TOTAL (lines 14 + 23+ 33)					<u>Evaluation criterion</u> EUR excl. VAT	<u>Evaluation criterion</u> Working days	

*Time from the day the aircraft has been handed over to the day of issue of Certificate of release to service.

The Bid submitted shall include the breakdown of the price/unit (what each inspection includes, specification of the material used (quantity, values), the specification of services (number of hours used, hourly rate)).

The prices of inspections stipulated in the Table above shall be fixed and inclusive of all costs except for VAT. The Contracting Authority will not acknowledge any subsequent additional costs arising from the prescribed inspections.

Attachment:

- Proposed time-line for C-check

Place and date

Stamp

Signature of authorized person

APPENDIX 2b: CORRECTIVE MAINTENANCE

line	Description	Unit of measurement	Price per Unit in EUR excl. VAT
1	Hourly rate of an aircraft technician at the Contractor's location	hour	
2	Hourly rate of an aircraft engineer at the Contractor's location	hour	
3	On call AOG services in the field per day* (the price will be defined in the Table below)	day	

***On call AOG team service price in the field per day**

Line	Description	Unit of measurement	Price per Unit in EUR excl. VAT
	Accommodation costs		
	Travel costs		
	...		

Place and date

Signature of authorized person

APPENDIX 3

UMBRELLA STATEMENT

We hereby confirm that:

- We are cognizant of the content of the Invitation to Tender for this public contract and the general terms and conditions thereof, and we herewith express our full agreement therewith. We also declare that we are cognizant of the instructions for bid preparation and we herewith agree with the said instructions and declare that our bid has been 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, quality control measures) to ensure that the subject of the public contract is performed with high quality;
- All the information in our bid is true and is 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 certify that:

- We are aware that the Contracting Authority has published this contract award procedure on the Public Procurement Portal;
- In preparing our Bid, we have been obligated to and have taken into account the questions and the answers, the notices and the communications that have been published on the Public Procurement Portal in relation to this public contract award procedure;
- We have not changed the provisions of the Invitation to tender published on the Public Procurement Portal in relation to this public contract award procedure;
- 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 services and/or goods subject to this public procurement procedure;
- We are registered to perform the activity that is the subject of the public contract in question;
- We have not ceased to perform the activity that is the subject of the public contract in question;
- We have not been convicted by a judgment with the *res judicata* effect concerning our professional competence in performing activities relative 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;
- We agree that, congruent with Article 72 of the Public Procurement for Defence and Security Act (ZJNPOV), the Contracting Authority is entitled to verify the Bid submitted in this contract award procedure by acquiring the information specified under paragraph 15 of Article 31 of ZJNPOV from the central information system – e-Dosje.

Place and date

Stamp

Signature of Bidder's legal
representative

APPENDIX 4

STATEMENT

We hereby declare that **neither** the Bidder

(name, address and head office)

nor its legal representative(s)

(Name)

(Signature)

(Name)

(Signature)

(Name)

(Signature)

has/have been convicted by a final judgment with res judicata effect 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 terroris activities (Article 109 of the Criminal Code),
- incitement and public glorification of terrorist activities (Article 110 of Criminal Code)
- recruitment and training for terrorist activities (Article 111 of Criminal Code)
- enslavement (Article 112 of Criminal Code)
- human trafficking (Article 113 of Criminal Code)
- acceptance of bribe during election or ballot (Article 157 of the Criminal Code),
- violation of fundamental rights of employees (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 loans or benefits (Article 230 of the Criminal Code),
- fraud in securities trading (Article 231 of the Criminal Code),
- deception of Buyers (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 organisation (Article 294 of the Criminal Code).

Place and date

Stamp

Signature of Bidder's legal representative

The Bidder shall submit Declarations of no conviction (Appendices 4A and 4B) made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body, in the country where the Bidder has his head office. The Declarations shall not be signed more than two weeks before the closing date for Bid submission.

If a Bidder intends to perform the contract through 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 subcontractor.

APPENDIX 4A - TO BE COMPLETED BY ANY NATURAL, AND OTHER, PERSON
WITH THE AUTHORITY TO REPRESENT

For the purposes of the public contract award procedure MORS 326/2021 – ON – PSPs for MAINTAINING OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) AIRCRAFT carried out by the Ministry of Defence of the Republic of Slovenia under the provisions of Public Procurement in the Field of Defence and Security Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14 – ZDU-1I and 52/16, hereinafter: ZJNPOV) published on Public Procurement Portal under no. _____,

I, the undersigned, _____, residing at _____, make this

DECLARATION OF NO CONVICTION

I, the undersigned, _____, hereby declare under criminal and material liability that **on** _____ 2021, no grounds for the exclusion from the procedure as stated in ZJNPOV, Article 32, paragraph 1, apply to me.

Place and date:

Signature:

This declaration must be made before a competent judicial or administrative authority, or a notary or qualified professional or trade body in the country where the Bidder has his head office. This declaration shall not be signed more than 2 weeks before the closing date for Bid submission.

If the Bidder intends to perform the contract through subcontractors, this appendix, shall also be submitted by each subcontractor.

APPENDIX 4B - TO BE COMPLETED BY A LEGAL PERSON

For the purposes of the public contract award procedure MORS 326/2021 – ON – PSPs for MAINTAINING OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) AIRCRAFT carried out by the Ministry of Defence of the Republic of Slovenia under the provisions of Public Procurement in the Field of Defence and Security Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14 – ZDU-1I and 52/16, hereinafter: ZJNPOV) published on Public Procurement Portal under no. _____,

I, the undersigned, _____, residing at _____,
as a director of the company _____, registration no. _____, make
this

DECLARATION OF NO CONVICTION

I, the undersigned, _____, hereby declare under criminal and material liability that **on** _____ 2021, no grounds for the exclusion from the procedure as stated in ZJNPOV, Article 32, paragraph 1, apply to the company _____.

Place and date:

Signature:

Stamp

This declaration must be made before a competent judicial or administrative authority, or a notary or qualified professional or trade body in the country where the Bidder has his head office. This declaration shall not be signed more than 2 weeks before the closing date for Bid submission.

If the Bidder intends to perform the contract through subcontractors, this appendix, shall also be submitted by each subcontractor.

APPENDIX 5

STATEMENT

Bidder

(name, address and registered office)

Under criminal and material liability we hereby declare, that

- on the closing date for the 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 preceding the Bid submission closing time, we have not been fined twice by 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 submitted either during the contract award 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.

Place and date

Stamp

Signature of Bidder's legal representative

Foreign bidders shall submit either a certificate issued by a competent authority of the country of the Bidder's head office certifying their status with respect to the conditions specified above, or, if this is not possible, the Bidder's own statement (Appendix 5) made under criminal and material liability, whereby the Bidder certifies that the country of the Bidder does not issue such certificates and declares the Bidder's status with respect to the conditions specified above.

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

APPENDIX 5A

STATEMENT CONCERNING RESTRICTIONS OF BUSINESS ACTIVITIES ¹

MORS 326/2021-ON-PSPs

MAINTAINING OPERATIONAL STATUS OF FALCON F-2000EX (PW308C) AIRCRAFT

I, _____
(name and surname of the natural person² or the responsible person³ of the business entity)

hereby declare that neither _____ (business entity⁴) nor I am in any way linked to any official, and, to the best of my knowledge, neither it nor I am linked to any family member of any official holding office in the **Ministry of Defence of the Republic of Slovenia**, as specified under Integrity and Prevention of Corruption Act, Article 35 (1) (Official Gazette of the Republic of Slovenia, no. 69/11 – official consolidated text and 158/2020).

Place and date

Stamp

Signature of natural or responsible person

¹ This Statement shall be submitted in a procedure for granting concessions, entering into any forms of public-private partnership, or in a public procurement procedure, or, if the latter was not carried out, before signing a contract with a public sector body or organisation specified under Integrity and Prevention of Corruption Act, Article 35 (1).

² The following shall be included: name and surname of the natural person, permanent address, and the information that identifies the said person (e.g. personal registration number).

³ The following shall be included: name and surname of the responsible person, permanent address, and the information that identifies the said person (e.g. personal registration number);

⁴ The following shall be included: the name and the address of the business entity, and the information that identifies the said business (e.g. the business entity's registration number)

APPENDIX 6

Performance Bond template under Uniform Rules for Demand Guarantee 758

Guarantor 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, etc.)

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 bidder 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. dated (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 the currency in which it 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 or English.

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 ANY CHARGES: (Insert name of the Applicant; name of the bidder 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 respect 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 in accordance with the Slovenian law by a court of law with the competent jurisdiction over the subject in Ljubljana.

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'S FULL NAME	
SUBCONTRACTOR'S LEGAL REPRESENTATIVE	
ADDRESS	
REGISTRATION NUMBER	
IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS	
POINT OF CONTACT	
IBAN	
BIC	
NAME OF BANK	
BANK ADDRESS	

Place and date

Stamp

Signature of Subcontractor's authorized person

NOTES:

- This form must be completed only if the Bidder intends to subcontract.
- Please photocopy the form for each subcontractor.

APPENDIX 7a

PARTICIPATION OF SUBCONTRACTORS

For the purposes of the public contract award procedure _____ we hereby declare that we intend to perform the contract **through** 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 bid 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 bid 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 bid 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 enter into subcontracts with the above-mentioned subcontractors, through which we intend to perform the contract, prior to entering into the Contract with the Contracting Authority or during the performance of the Contract.

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

Place and date

Stamp

Signature of Bidder's legal representative

NOTES:

- This form must be completed only if the Bidder intends to subcontract.
- Please photocopy the form for each subcontractor.

APPENDIX 7b

STATEMENT OF DIRECT PAYMENT TO SUBCONTRACTOR

The Bidder/Contractor _____ (hereinafter: Contractor) hereby authorizes the Contracting Authority, Ministry of Defence, to make direct payments to the Subcontractor _____ (hereinafter: Subcontractor), VAT Identification Number _____, Registration Number _____.

Additionally, we hereby agree to be held fully responsible to the Contracting Authority for any performed service and fulfilment of the provisions of this Contract.

Place and date

Signature of Bidder/Contractor's authorized person

The Subcontractor, _____, hereby agrees that the Subcontractor's claims to the Contractor be settled by the Contracting Authority in lieu of the Contractor to the Subcontractor's bank account no. _____ open with _____.

Place and date

Signature of Subcontractor's authorized person

This Statement shall constitute an integral part of the Contract.

NOTES:

This form must be completed only if the Subcontractor requests direct payment.
Please photocopy the form for each Subcontractor.

APPENDIX 8: CONTACT INFORMATION

Name and surname of person responsible for receiving Orders: _____

E-mail: _____

Phone nos.: _____

Postal Address: _____

Name and surname of person responsible for receiving Orders: _____

E-mail: _____

Phone nos.: _____

Postal Address: _____

Name and surname of person responsible for receiving Orders: _____

E-mail: _____

Phone nos.: _____

Postal Address: _____

_____	_____	_____
Place and date	Stamp	Signature of authorized person

APPENDIX 9

STATEMENT

We hereby certify that any service performed or goods supplied or installed shall be fully compliant with the Contracting Authority’s requirements set forth in this Invitation to Tender and the conditions laid down in document titled Scope of Work.

Place and date

Stamp

Signature of authorized person

APPENDIX 10: Draft Contract

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

CONTRACT

agreed between and signed by

CONTRACTING AUTHORITY:

The Republic of Slovenia, Ministry of Defence,
Vojkova cesta 55, Ljubljana,
Represented by Matej Tonin, MSc., Minister

Registration no.: **5268923000**
Account no.: **01100-6370191114**
VAT Identification no.: **SI47978457**

and

CONTRACTOR:

Represented by _____

Registration no.: _____
Bank Account no.: _____
VAT Identification no.: _____

Introductory Provision

Article 1

The Contracting Parties hereby acknowledge that the Contracting Authority carried out a public contract award procedure MORS 326/2021-ON-PSPs, following a negotiated procedure with prior publication, for maintaining the operational status of Falcon F-2000EX (PW308C) aircraft under Article 22 of the Public Procurement for Defence and Security Act (Official Gazette of the Republic of Slovenia no. 90/12, 90/14-ZDU1I and 52/16, hereinafter: ZJNPOV) and congruent with the Invitation to Tender no. 430-383/2021-__ dated _____.

The Contractor was selected based on the Contract Award Decision no. 430-383/2021-__ dated _____, which took effect on _____ / under Article 76 of ZJNPOV, the stand-by period is not required.

The Invitation to Tender, the Bidding documentation, and the document titled Scope of Work (SOW) appended hereto constitute an integral part of this Contract.

Should the Contractor perform the Contract through subcontractors, the details thereof shall be included under "Subcontractors" clause herein.

Subject of Contract

Article 2

Congruent with the factory norms in force, in agreement with the Contracting Authority, and in compliance with the Contracting Authority's requirements laid down in the Invitation to Tender no. 430-383/2021-_____ and the bidding documentation no. _____, the Contractor shall, by itself or through authorized repairers, conduct service checks, perform preventive and corrective maintenance, and other works and services, including supply of spare parts, equipment, tools, and other necessary materials required for maintaining the operational status of FALCON F-2000EX S/N 015 aircraft and its engines manufactured by Pratt&Whitney, Canada, and APU manufactured by Honeywell, all owned by the Ministry of Defence of the Republic of Slovenia.

The contractual work includes:

- A. Maintenance and servicing of the FALCON F-2000EX aircraft, components, equipment, tools, and the engines installed (PW308C), which shall be performed in full compliance with the requirements specified in SOW appended hereto.
- B. Supply of spare parts, equipment, tools and other necessary materials required for maintaining the operational status of the aircraft.
- C. Training of aircraft maintenance staff:
 - Aircraft Type Rating Training required for Endorsement into category A/B1/B2/C, EASA Part 66 AML Licence, and
 - specialist maintenance training for the aircraft and equipment.

The Training shall be performed by an organisation holding a valid EASA Part 147 approval certificate for training relative to the type of the aircraft in question. Where an organisation is not a Type Certificate holder, it shall obtain a special approval issued by SLO MAA.

Upon successful training completion, the service provider shall issue Training Course Certificates in accordance with EASA Part-66/147.

- D. Other services:

Where necessary, and if agreed with the Contracting Authority, any other services related to maintaining the operational status of the aircraft (rental of engines, components, tools, equipment, transport packing material, testing, extraction, protection, transport, freight forwarding, insurance...) shall be performed.

Any work performed shall comply with the aeronautical regulations (quality control, certificates) – this applies to services (including training), goods, tools, technical documentation, and CAMP. In agreement with the Contracting Authority and in compliance with the instructions thereof, any intervention performed shall be recorded in the technical documentation of the aircraft, engines and other equipment. Following completion of any maintenance work, the service provider shall issue a relevant certificate.

Contract Value

Article 3

As written orders will be placed for individual services congruent with the circumstances arising out of the use of the aircraft, the value of this Contract shall be defined as an estimated value in the amount of EUR 3,200,000.00, inclusive of VAT, or 2,622,950.82, exclusive of VAT, for a period of 24 months.

The value stipulated herein shall not be binding on the Contracting Authority and shall be adjusted to the actual Contracting Authority's needs and funds available.

The Contracting Authority shall not be held liable or otherwise responsible for damage arising from its failure to achieve the estimated Contract Value.

Place of Delivery or Performance

Article 4

The maintenance work hereunder shall be performed at the service provider's facility unless agreed otherwise per the individual order. The Contractor shall take over the items due for repair at the Contracting Authority's location and return the said items to the same location.

The services and goods shall be handed over to and accepted by the Contracting Authority at the Contracting Authority's premises: MORŠ, Military Post Jernej Molan, Warehouse 153. LETEHESK, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenija, on a working day between 08:00 and 14:00 hrs, the acceptance protocol shall be carried out at the same location. The name of the unit requiring the repair ordered shall be written in the Request for Quote (hereinafter:RFQ). The Contractor shall be responsible for the transport of the goods to the Contracting Authority's warehouse, and shall bear any costs arising out of any damage caused during the transport.

Any Training hereunder is expected to be delivered at the premises of the Training Organisation unless agreed otherwise per the individual order. The Training dates and duration thereof shall be agreed between the Parties on a case-by-case basis.

Deliveries made outside the territory of the Republic of Slovenia shall be arranged by the Contractor in agreement with the Contracting Authority reached on a case-by-case basis.

Irrespective of the provisions under paragraphs 1 to 4 of this Article, the Parties may reach a different agreement on a case-by-case basis.

Time of Completion of Service or Delivery

Article 5

The Contractor hereby agrees to deliver the services within the time limits agreed upon by the Contracting Authority for the Order in question. AOG Orders shall be performed in not more than 3 working days calculated from the the date of receipt of such order, or as agreed with the Contracting Authority. WORK STOP Orders shall be performed in not more than 7 working days unless agreed otherwise with the Contracting Authority.

If the Contractor requires the End User Certificate (EUC) or any other permit, it shall submit it to the Contract Administrator. In principle, the certificate will be signed and sent to the

Contractor within three business days. The Contractor shall incorporate the time necessary for signing the said certificate into the time limit set for delivery.

Quotes and Prices for individual Orders

Article 6

A Quote submitted for any order shall be compliant with the price lists appended hereto. The Quote shall detail what exactly is included therein in such a manner so as to enable comparison of the prices included in the Quote with the prices under this Contract. On the Contracting Authority's demand, the Contractor shall provide additional specifications, documents and clarifications

The validity of the offer, which shall not be shorter than 30 days, shall be specified in the Quote.

For each order, the Contracting Authority shall confirm the prices and the delivery dates stipulated in a Quote prior to commencement of any work. Any additional work, and any changes in the prices and delivery times resulting therefrom, shall be subject to the Contracting Authority prior confirmation.

The Contracting Authority shall be entitled to enter into negotiations to improve the conditions relating to individual Orders and Quotes.

Pricing and individual Quotes:

- a) The price relating to each Order, inclusive of the specification of all costs involved, shall be specified in each Quote. All the costs the Contracting Authority will be bound to pay to the Contractor, including discounts, margins, fees and other indirect costs (customs duties, transport, freight-forwarding, insurances in the amount quoted, intrastat...), shall be included and clearly indicated. The Contracting Authority shall not acknowledge any subsequent costs except in exceptional circumstances of which the Contracting Authority shall be informed in due time and shall give prior consent thereto.
- b) The pricing for each line item shall be included and 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 law in Slovenia; foreign Bidders shall not include VAT – VAT shall be calculated and paid by the Contracting Authority after delivery of services or goods concerned.
- c) Where the Quote fails to include the price of an item, the said item shall be deemed not to have been offered. Where the price offered is EUR zero (0.00), the item shall be deemed to have been offered free of charge.
- d) All prices shall be calculated for payment on the 30th day from the date of official receipt of the invoice, taking into account that the deadline for payment will begin on the first day after the day of receipt of the invoice at the Contracting Authority's premises. The prices offered must be valid for the duration of the validity of the Quote.
- e) Pricing for the materials to be installed at the service provider's premises shall be per EXW delivery terms (INCOTERMS 2020) the service provider's premises. Pricing for the materials to be supplied to the Contracting Authority shall be per DDP delivery terms (INCOTERMS 2020), insurance and unloading included, the Contracting Authority's premises unless agreed otherwise for the order in question.
- f) Packaging shall be included in the price.
- g) Any Quote concerning overhaul and repair shall quote the average value of the overhaul or repair required, which will be based on the description of the defect or requirements

included in the RFQ, the Quote shall accurately specify the materials to be used and the number of working hours required.

- h) Any Quote concerning overhaul or repair shall also provide the indicative price of any new part or assembly included.
- i) Any additional work required or possible extension of the delivery period shall be coordinated with and subject to prior authorization by the Contracting Authority. Any request for additional work shall be accompanied by a detailed technical report and a duly completed Form: Repair Order Sheet (ROS). The list of ROSs approved shall be attached to the corresponding invoice;
- j) The actual service provider or spare parts supplier's Quote/invoice detailing the price per unit for goods or services, the total value of the goods and services, and other service provider or supplier' sales terms and conditions, shall accompany any Contractor's Quote, ROS and invoice.
- k) The content of the Quote shall not be changed.

Where the goods are from outside the European Monetary Union (EMU) or a service provider performing the work is a legal person outside EMU, the prices will be converted based on the following exchange reference rates:

- To convert the values stipulated in an offer in EUR/CHF/USD, the European Central bank (ECB) exchange reference rate in force on the date the offer was submitted shall apply;
- To convert the values relating to any additional work, the ECB exchange reference rate in force on the date of issue of the Order Form shall apply.

Article 7

Prices included in any Quote shall take into account the prices of spare parts, services, etc., agreed under this Contract, i.e. shall not be higher than the prices agreed hereunder.

Should the Contracting Authority obtain identical goods (original spare parts) on the market, or services to be performed by an authorized maintenance service provider, for a price considerably lower than the contractual price, the Contracting Authority shall be entitled to order the said goods/services elsewhere.

For the purposes of the equipment servicing, the Parties may agree for the actual service provider to receive the required spare parts and consumables directly from the Contracting Authority, if the latter has them in stock and agrees therewith.

Article 8

Where equipment is impossible to repair due to its obsolescence or wear and tear, or where repair price exceeds the benefits to the Contracting Authority (e.g. in the event of economically unjustifiable repairs or overhauls which exceed 70% of the value of a new item), or the original parts are no longer available, the Parties hereto may agree on a different solution that shall be acceptable to the Contracting Authority in terms of its functionality and costs. The Contractor shall inform the Contracting Authority thereof prior to delivery or performance or immediately after the defect has been detected during inspection by disassembly. Based on this information, the Contracting Authority may decide to cancel the repair or choose an alternative way of finalizing the order in question.

Article 9

Under Council Regulation (EC) No. 150/2003 dated 21 January 2003 (hereinafter: "Regulation"), the Contracting Authority shall have no obligation to pay import duties (customs fees) for 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 (a country outside the EU). The said Regulation shall apply where the goods are imported on behalf of the Contracting Authority from a third country.

Where goods subject to the Regulation are imported, the Contractor shall provide, by filling out the form Certificate by the Competent Authority, to the Contracting Authority's Contract Administrator the information required for the application for exemption from duties applicable on import. Based on the said form signed by the Contracting Authority, the Contractor shall then submit the application for exemption from duties applicable on import to the Financial Administration of the Republic of Slovenia.

Price Lists

Article 10

Hard copy of price lists:

The prices of goods and services stipulated in the price lists shall remain fixed for a period of at least 12 months calculated from signature hereof. Thereafter, but not later than 14 days prior to the date the price escalation will be effected, the Contractor may submit to the Contracting Authority a new price list, inclusive of the effective dates thereof. The Contracting Authority reserves the right to conduct negotiations over the new prices. If the Contracting Authority agrees with the price escalation, the Contractor will receive a letter signed by Director General, Logistics Directorate, Ministry of Defence, or by a person authorized thereby confirming the new price list. The new price lists shall be considered effective as of the date the Contracting Authority has confirmed them. During the term hereof, in accordance with the manufacturer or the service provider's policy and in agreement with the Contracting Authority, the Contractor may revise the prices solely once a year.

Online price lists (where these exist or will exist)

The prices of goods and services shall be listed in the online price list accessible to the Contracting Authority. For individual orders, the prices on the day of Quote submission shall apply. Should the Contracting Authority require, for purposes of auditing, the confirmation of the online prices valid on a particular date, the Contractor shall ensure that the Contracting Authority is given access to the information about the price lists relative to previous Orders throughout the term hereof and for a further period of 18 months thereafter, where technically feasible.

The service provider's price lists in effect shall be appended hereto to constitute integral part hereof. VAT shall be calculated in compliance with the applicable law in Slovenia.

Individual Orders and Contracting Authority's special requirements

Article 11

The Contracting Authority will invite the Contractor to submit their Quotes for each order:

- a) Based on the order submitted on the form RFQ, the Contractor will submit its most advantageous offer, which will be based on the conditions and the prices specified hereunder.
- b) Any RFQ will define how and when a Quote is to be submitted. The Contractor will submit its offer within the time limit given, as a rule, within 7 working days for

routine orders, 3 working days for WORK STOP orders, and 24 hours for AOG orders.

- c) The Contracting Authority will order the goods by issuing a corresponding Order Form;
- d) The Contractor will ensure that the order received is fulfilled;
- e) The signature of MINUTES OF QUANTITY AND QUALITY ACCEPTANCE will confirm that the items subject to the Order in question has been accepted.

No partial delivery of services subject to an Order shall be made unless agreed by the Contracting Authority.

The Forms mentioned herein shall be appended hereto. Any communication shall be in Slovenian or English.

Quality of Services and Material Used

Article 12

The quality of any service performed and goods supplied or installed shall be fully compliant with the provisions of SOW.

Upon delivery, the Contractor shall submit to the Contracting Authority, as proof of quality of the Goods, the following documents:

- Part numbers of the Goods supplied/installed;
- Warranty statement or a signed and stamped warranty certificate issued by the manufacturer (where applicable);
- Certificate of conformity in compliance with SOW;
- For overhaul or repair performed, a technical report on the performed work;
- The technical documentation for the goods, where prescribed by the manufacturer;
- user and maintenance manual, where prescribed; and
- other documentation related to the requirements set forth for a particular order or as set by the Contracting Authority.

Contracting Authority's Obligations

Article 13

Any Order placed by the Contracting Authority shall include the following:

- Precise specification of the goods or services to be provided;
- Quantity of the required services to be provided;
- Time and place of delivery;
- Other relevant information required for the provision of the goods or services in question.

The Contracting Authority shall carefully examine each Quote received, and, if necessary, request that it be supplemented. Any order based on the received Quote shall be binding solely if placed in writing. Any oral agreements reached shall be confirmed in writing. Any Order shall be confirmed by the Contracting Authority's authorized person.

Contractor's Obligations

Article 14

The Contractor hereby agrees that it shall:

- Fulfil no order without the knowledge and approval of the Contracting Authority.
- Respond to each Contracting Authority's RFQ by submitting its best offer.
- Ensure that any contractual work is performed with due diligence and care ensuring good quality thereof, in compliance with the regulations and applicable standards and within the time limits agreed and indicated in the Quote for the corresponding RFQ.
- Submit all required documents certifying its competence to perform services hereunder (valid proof of business cooperation with the equipment manufacturers and suppliers, certificates...) in due time i.e. prior to expiry date.
- Notify, in writing, the Contracting Authority about any changes relative to the performance of any work hereunder immediately but not later than two weeks before any change is effected.
- Submit, for each service inspection, weekly reports on the status of maintenance works.
- On Contracting Authority's request, submit reports on the implementation of this Contract. Each report shall include the information on each order completed: the subject of the order, total value of the offer, number, date and value of the invoice.

Article 15

If at any time during the performance of the work subject hereto it is established that the Contractor, or the service provider actually performing the service on behalf thereof, does not comply with the agreed contractual conditions, or fails to perform the services with due diligence, the Contracting Authority shall alert the Contractor thereto. Should the Contractor fail to adjust its work to the requirements set by the Contracting Authority or the provisions hereof within 7 days of receipt of the said notice, after the said deadline expires, the Contracting Authority shall be entitled to terminate the Contract and demand reimbursement of damages.

Article 16

The Contractor shall alert the Contracting Authority to any flaws in any order received and any other circumstances that may be of importance to the individual order or its timely fulfilment, otherwise, the Contractor shall be liable to the Contracting Authority for damage.

Delivery, Quantity and Quality Acceptance

Article 17

Acceptance of Goods

The Contractor shall notify the Contracting Authority of the arrival of the goods at least 2 working days before delivery, for AOG orders immediately after the goods have been dispatched. For this purpose, the Contractor shall **send an e-mail** to the Contracting Authority on **153 skladisce@mors.si**.

Upon delivery, the Contracting Authority will conduct quantity and quality control by visual inspection of the item(s) and the packaging. The Parties agree that the Goods shall be deemed to have been accepted on the date of signature of the Minutes of quality and quantity acceptance certifying that the Goods delivered do comply with the provisions of this Contract. Direct possession of the Goods shall thereby pass from the Contractor to the Contracting Authority and the latter shall be provided with the rights of ownership thereof.

Acceptance of Services

Acceptance of any performed service specified under Article 2 hereof shall be conducted at the Contractor or the Contracting Authority's location (or as agreed by the Parties and depending on the location where the service is performed). The Parties agree that a service shall be deemed

to have been accepted by the Contracting Authority on the date of signature of the corresponding Minutes of quantity and quality acceptance certifying that the service performed does comply with the provisions hereof. Direct possession of the Goods shall thereby pass from the Contractor to the Contracting Authority and the latter shall be provided with the rights of ownership thereof.

Handover and Takeover of the Aircraft

The aircraft shall be handed over to the Contractor and taken over by the Contracting Authority as specified in SOW.

One week before the work on the aircraft is completed the service provider shall e-mail the Contracting Authority about the estimated date of completion of services to olrt@mors.si.

Acceptance of the aircraft for the performance of services (service inspections, repairs) under Article 2 hereof shall be carried out by an authorized person of the Contractor. Acceptance of the aircraft after the completion of services under Article 2 hereof (after a service inspection or repair is performed) shall be carried out by an authorized person of the Contracting Authority.

Acceptance of Training

Any training delivered shall be deemed to have been accepted on the date when the service provider issues the training certificates to the trainees. The training certificates shall not be issued before the theoretical or practical part of the training is completed.

Terms of Payment

Article 18

Payment shall be made for individual services performed or goods delivered subject to the corresponding Quote and based on the relevant price list(s) appended hereto.

Following adequate completion of a service and successful quality acceptance protocol carried out for the respective service or goods delivery, the Contractor shall submit a corresponding invoice accompanied by the documents and forms, wherein the quantity of the work performed and the materials used or goods delivered will be itemized (each line item with the corresponding amount, and the total amount specified), duly signed by the Contracting Authority.

E-invoices shall be used by the Slovenian legal entities, foreign Contractors shall e-mail invoices as PDF documents to: glavna.pisarna@mors.si. Any invoice submitted shall cite the unit that issued the Order Form, the number of this Contract, and the number of the Order Form in question.

The Contractor shall attach to the invoice the following:

- the Quote signed by the Contracting Authority (Order Form or any other form including the same information),
- the amended Quote submitted by the service provider together with the list of ROSs where additional work was involved;
- duly completed Delivery Note indicating the quantity and price, and signed by the Contracting Authority – applies to spare parts;
- the corresponding invoice issued by the service provider or any other document detailing the costs arising out of performance of the service or goods delivered (the Contracting Authority shall be entitled to demand that any actual service provider's invoice in connection with any Order for the service, goods delivery, related costs... be submitted.);

- duly completed and signed Minutes of quantity and quality acceptance;
- statement of account showing related costs in connection with the completed service(s) together with the evidence as required by the Contracting Authority;
- other documents related to and reports on the testing of functions in accordance with the requirements set forth by the Contracting Authority (certificates, licences, technical reports, logbook records, aircraft log, etc.).

The Contracting Authority shall pay invoices, which shall serve as the basis for the payment, on the 30th day calculated from the first day after the date of official receipt of the invoice at the Contracting Authority's address. Any invoice submitted shall cite the unit that issued the Order in question, the number of this Contract and the number of the Order in question.

In case of a claim, the invoice will be rejected. Upon receipt of a new invoice issued after the claim has been settled, payment shall be made on the 30th day after receipt of a new invoice. The payment deadline shall begin on the first day after the day of official receipt of the invoice at the Contracting Authority's address.

(where payment is made directly to subcontractors)

The Contractor hereby authorizes the Contracting Authority to make direct payments to the Subcontractor on the basis of the invoice confirmed by the Contractor. The Subcontractor hereby agrees that its debt claims against the Contractor shall be settled by payment made by the Contracting Authority on the Subcontractor's bank account no. _____ open with _____ (bank). Any invoice submitted by the Contractor shall be accompanied by the relevant Subcontractor's invoice previously confirmed by the Contractor, which is a prerequisite for direct payment to the Subcontractor. The engaged Subcontractors' consents for direct payment shall be appended hereto to constitute integral part hereof. Any Subcontractor shall be paid under the same payment terms governing payment by the Contracting Authority to the main Contractor.

If the Contracting Authority fails to settle the invoice in due time, the Contractor *(and any Subcontractor)* will be entitled to demand interests for late payment.

Warranty

Article 19

During the warranty period, the Contractor warrants faultless performance of the supplied goods and shall remedy, free of charge, any defect that was not caused by the Contracting Authority. When enforcing a warranty claim, the Contracting Authority shall define a suitable deadline for the remedy of the defects in question; however, this deadline may not be shorter than 8 days. For reason of not having been able to use the serviced goods, or consequently the equipment the goods are part of, the Contracting Authority shall have the right to reimbursement for damages caused by the defect from the moment the repair or replacement was requested to the implementation thereof.

Each service performed and supplied/installed item shall be provided with the warranty specified in the respective Quote submitted; any warranty provided shall be compliant with the service center-service provider or manufacturer's warranty policy. Any warranty provided shall enter into force on the day the service in question has been accepted by the Contracting Authority. Where the warranty period was not specified in the respective Quote, any performed service shall be provided with the warranty of _____ months (*minimum 12*).

During the warranty period, the Contractor shall remedy any defect or replace any faulty item with a new one at the Contractor's expense. These costs shall also include all transport costs and other related costs arising out of settlement of the warranty claim in question.

If the service provider or manufacturer's warranty policy differs from the requirements listed herein, individual warranty claims will be settled as agreed by both Parties on a case-by-case basis. All eligible costs in connection to any warranty claim shall be borne by the Contractor, unless agreed otherwise with the Contracting Authority (taking into account the warranty policy enforced by the service provider or manufacturer).

The warranty period shall be extended for the amount of time equivalent to the time during which the Contracting Authority could not use the goods. For the replaced goods, the warranty period shall begin anew as of the day of quality acceptance of the replaced goods.

Hidden Defects

Article 20

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. During the warranty period, the Contractor warrants for any hidden defect provided that the Contractor is informed thereof immediately.

The Contractor shall remedy a defect, or replace a faulty item with a new item, within the time limit set by the Contracting Authority, the Contractor shall otherwise be liable to the Contracting Authority for damages. If the Contractor fails to begin to remedy the defect in question within 3 days of receipt of notification of the defect, or if it fails to remedy the said defect within 8 days of receipt of such notification, the Contracting Authority shall remedy the defect by itself, or through a third party, at the expense of the Contractor, following the principle of due diligence. The Contractor shall bear all costs arising out of remedy of such a defect, including all transport and other related costs stemming therefrom, the Contractor shall also reimburse the Contracting Authority for any damage incurred.

Performance Bond

Article 21

As a guarantee for satisfactory performance of its contractual obligations hereunder, the Contractor shall present to the Contracting Authority, not later than in 20 days after the signature hereof, an unconditional bank guarantee, or a suretyship insurance of an insurance company, payable on first demand and compliant with the template enclosed in the Invitation to Tender, in the amount of EUR 30,000.00.

The Performance Bond shall be valid through the expiry date hereof or at least through 15 January 2023. In the event of the latter, the Contractor shall present a renewed Performance Bond with the extended validity to cover the current year. A valid Performance Bond is a prerequisite for the validity of this Contract.

Should the delivery period, the type of goods, quality, and quantity be changed during the term hereof, the Contractor shall amend or extend the validity of the Performance Bond accordingly. All costs arising out of financial collateral shall be borne by the Contractor.

Subcontractors

Article 22

The Contractor shall perform the services subject hereunder through the following subcontractors:

_____ (include: name, full address, registration number, VAT identification number, bank account). This Subcontractor shall perform _____ (include information on the part of the Contract to be performed by the said Subcontractor: type of work, scope, value in EUR without and with VAT, location and the timeframe in which the services are to be performed).

The Contractor shall obtain the Contracting Authority's written consent prior to replacing any Subcontractor or entering into a subcontract with a new Subcontractor. If the Contracting Authority establishes that any work subject to this Contract is performed by a Subcontractor not authorized in writing by the Contracting Authority, the Contracting Authority may withdraw from this Contract.

In the event that a subcontractor is replaced, or a subcontract is concluded with a new subcontractor, the Contractor undertakes to submit to the Contracting Authority, within five (5) days of such change, the following:

- A statement that all undisputed obligations to the subcontractor replaced have been settled
- An authorization for direct payment of performed and awarded work or deliverables to the new Subcontractor. All the information relating to the new Subcontractor as included and specified here-above shall be submitted, as the said information constitutes mandatory integral part hereof;
- New subcontractor's consent for direct payment.

The provisions included under the heading "Quality of Services and Material Used" shall also apply to any Subcontractor engaged. The Contractor shall notify the Contracting Authority about any change in its business relationship with the Subcontractors and the service providers.

Irrespective of the number of Subcontractors engaged, the Contractor shall be held exclusively responsible to the Contracting Authority for any service performed and compliance with the provisions hereof.

(to be applied only if the Contractor intends to perform the Contract without subcontractors)

The Contractor shall fulfil the provisions hereof without engaging any subcontractors. Should the Contractor enter into a subcontract with a subcontractor, before such a change takes effect, the Contractor shall obtain the Contracting Authority's prior written consent. If the Contracting Authority establishes that the services hereunder are performed by a subcontractor not authorized in writing by the Contracting Authority, the Contracting Authority may withdraw from this Contract.

Anti-corruption Clause

Article 23

Any Contract in which a person offers or gives any undue advantage to the representative or agent of a public sector body or organisation 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 shall be null and void.

Confidentiality

Article 24

In performing this Contract, the Contractor shall ensure, in accordance with the regulations on the protection of classified information, that any classified information provided during performance of work at the location of the Contracting Authority is protected. The Contractor hereby guarantees that any work subject hereto shall be awarded exclusively to those subcontractors and service providers that will fulfil the same conditions on classified information protection the Contractor does.

Security Clearance

Article 25

The Contractor shall ensure that the contractual services provided within the administrative areas with restricted access, or within the areas inside the facilities and zones designated as areas of particular interest to defence, are performed exclusively by the persons employed by him or by its subcontractor(s) (hereinafter "Contractor's employees") for whom the entry therein has been granted. Such entry shall be granted if the competent body, following the security screening conducted in compliance with Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia nos. 103/04 – official consolidated text, 95/15 and 139/20), has concluded that there are no security concerns, or if an employee presents a valid Personnel Security Clearance with the classification level CONFIDENTIAL or higher upon entry into premises and zones designated as areas of particular interest to defence, which is then followed by the identification procedure. The Contractor undertakes to ensure that the vetted Contractor's employees will continue to be available during the term of the Contract, and to regularly inform the Contracting Authority of any changes thereof by submitting Consents for security screening together with a letter. All Contractor's employees shall be held accountable for complying with the Contracting Authority's instructions relating to the entry into and movement in its premises or areas. The Contractor shall immediately inform the Contracting Authority that a screened employee with the granted entry into the said premises will cease to perform the services on behalf of the Contractor due to termination of his employment contract or any other reason.

Prior to commencement of services under the Contract, the Contractor shall send to the Contracting Authority's Contract Administrator the original copies of the Form "Consent for security screening", included herein and signed by the employees in question, for every respective employee, together with a cover letter to: Ministrstvo za obrambo, Direktorat za logistiko/Sektor za nabavo, Vojkova cesta 59, 1000 Ljubljana, Slovenia. The cover letter shall include the number and date of the Contract, name, surname and date of birth of each employee, and the total number of the consent forms enclosed.

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

The Contracting Authority shall inform the Contractor, in writing, about the Contractor's employees that have been granted entry into the facilities and areas of particular interest to defence for purposes of providing services under the Contract.

For purposes of providing services subject to this Contract, a Contractor's employee may be granted entry into Class I restricted areas at the premises of the Ministry of Defence or the

Slovenian Armed Forces, or may be granted access to the information classified CONFIDENTIAL or higher, provided:

- the employee in question has a valid national Personnel Security Clearance of the adequate level issued in accordance with the regulations governing the protection of and access to classified information, and
- the Contractor has a valid national Organisation Security Clearance of the adequate level of classification for storage, and handling, of classified information in the Contracting Authority's restricted areas.

For purposes of providing services subject to this Contract, a Contractor's employee may be granted access to the classified information of the NATO Alliance provided:

- the employee in question has a valid NATO Security Clearance to access the Alliance's classified information issued on the basis of his/her national Personnel Security Clearance to access classified information of the adequate classification level; and
- the Contractor has a valid NATO Organisation Security Clearance of the adequate level of classification for storage and handling of classified information.

Failure to conform to security standards may constitute a sufficient reason for Contract termination.

Where classified information is to be distributed to the potential Contractor during the contract award procedure or during the term of the Contract, the said Contractor shall present a valid Organisation Security Clearance of the level appropriate for storage and handling of the classified information at the Contractor's premises.

Withdrawal from Contract

Article 26

The Contracting Authority shall have the right to withdraw from this Contract and demand reimbursement for any direct and proven damage, if the Contractor:

- becomes insolvent, or if a court order for the payment of debts has been issued against the Contractor, if the Contractor is facing compulsory settlement or bankruptcy, or if the Contractor as a legal person 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 Contractor's company or assets or if a similar act is initiated against him as a result of debt,
- fails to fulfil an order in time for more than 10 times for unjustifiable reasons,
- enters into a subcontract with a new subcontractor contrary to the provisions under the subcontractors clause included herein,
- fails to fulfil its contractual obligations in the manner prescribed herein,
- fails to present to the Contracting Authority all required documents certifying its suitability to perform services subject hereto. In such a case, the Performance Bond shall be realized.

If the Contractor withdraws from this Contract after it has been signed and thus fails to fulfil its contractual obligations agreed hereunder due to reasons attributed to the Contractor, the Contractor shall pay to the Contracting Authority as liquidated damages an amount equal to 10% (percent) of the total estimated value of this Contract, exclusive of VAT.

Liquidated Damages

Article 27

Delay

If the Contractor fails to deliver the ordered goods or services by the date agreed therefor under the order concerned for reasons that cannot be attributed to Force Majeure or the Contracting Authority, the Contractor shall pay to the Contracting Authority as liquidated damages an amount equal to 5‰ (per mil) of the total value of the respective Order, for each day of delay, but not more than 15% (per cent) of the total value of the said Order.

The basis for calculating liquidated damages hereunder shall be the total value of each individual order, exclusive of VAT, including related costs. Where an order can be divided into line items, the basis for calculation shall be the value of the delayed line item, exclusive of VAT and inclusive of related costs. Where related costs cannot be divided by line items, the basis for calculation shall be the value of the line item without related costs.

If for ineligible reasons the Contractor delays delivery of any service to the extent that a damage has been caused to the Contracting Authority or the fulfilment of the order has become irrelevant, the Contractor shall also be imposed payment of liquidated damages for non-delivery.

Non-delivery

Where the Contractor fails to fulfil its obligations arising out of any order, the Contracting Authority shall impose to the Contractor payment of liquidated damages for non-delivery in an amount equal to 15% (percent) of the total value of the concerned order without VAT.

Article 28

The Contractor hereby agrees that the Contracting Authority may recover any debt subject to this liquidated damages clause by offsetting it against the financial obligations hereunder. Where this is not possible, the Contracting Authority shall issue a separate invoice to be paid by the Supplier within 8 days of receipt thereof. Should the damage caused to the Contracting Authority exceed the amount charged as liquidated damages, the Contracting Authority shall have the right to demand that the remaining amount to full compensation be paid.

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

Contract Management

Article 29

The Contracting Authority may supervise the work of the Contractor and the service providers.

The Contracting Authority hereby appoints _____ as the Administrator of this Contract; the Contractor appoints _____ for the same purpose.

For the supervision of this Contract, the Contracting Authority hereby appoints Maintenance Section, Force Command/J4.

For the purposes of implementation of this Contract, the Contracting Authority hereby appoints authorized representatives from the 15th Wing Command (MORS/SV, 15.PVL/OLRT, e-mail: olrt@mors.si), the Contractor appoints _____ for the same purpose.

Any agreements affecting the provisions hereof reached without knowledge and approval of the Administrators of this Contract shall be null and void.

Force Majeure

Article 30

Force Majeure means the occurrence of any event which a Party could not foresee, avoid, or avert, when entering into the Contract even though it acted with due diligence provided that the said event comes from the external sphere of the Party's operation and the Party was not required to take such an event into consideration.

The Party affected by Force Majeure shall immediately inform the other Party, in writing, of the start and end dates of the Force Majeure event. Additionally, within two days of the start or the end dates of the said event, the Party shall present to the other Party credible evidence to the existence and the duration of the said Force Majeure event.

Following the end of the Force Majeure event, both Parties shall draw up written records of any changes to the obligations under this Contract. 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. Each Party shall thereafter settle any obligations incurred through the day the Contract has been so terminated.

Final Provisions

Article 31

This Contract shall be deemed to be in force for a period of maximum 24 months calculated from the date of signature of both Parties.

The Contracting Authority shall make payments to the Contractor by 31 December 2022. Any subsequent payments thereafter until the expiry of this Contract shall be carried out once the formal conditions related to the applicable Implementation of the Republic of Slovenia Budget Act are fulfilled or the Budget for the following years is adopted. If the said conditions for further payments are not met, the Contracting Authority shall immediately inform the Contractor thereof specifying the date of the Contract termination. Each Contracting Party undertakes to settle any claims or obligations incurred through the date of such Contract termination.

Article 32

Should there be any changes to the Contractor's status during the performance of the Contract, the Contractor's obligations hereunder shall be transferred to its successors in title.

Article 33

Either Contracting Party may propose modifications hereof and additions hereto. These shall be deemed effective if agreed in writing as an amendment hereto.

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

Article 34

The Contracting Parties agree that the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text) shall apply for any provision not agreed upon under this Contract.

Article 35

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

Article 36

This Contract shall be made and signed in two (2) identical copies, one (1) of which shall be kept by each Contracting Party.

(for Contractors from abroad)

This Contract shall be made and signed in two (2) original copies in the Slovenian language and two (2) original copies in the English language, each Party shall receive one (1) copy in each language. In the event of any discrepancy between the Slovenian version and the English version, the Slovenian version shall prevail.

Article 37

The Parties hereto agree that this Contract shall be made and shall enter into force on the date of signature of both Parties provided that the Contractor submits to the Contracting Authority a valid Performance Bond within twenty days of the signature hereof.

Number: _____
Ljubljana, date _____

CONTRACTING AUTHORITY:
Republic of Slovenia
MINISTRY OF DEFENCE

CONTRACTOR:

Appendices constituting integral part of this Contract:

- Invitation to Tender and bidding documentation,
- Scope of Work,
- Price lists,
- Forms relative to implementation of orders.



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
SLOVENIAN ARMED FORCES
15th Wing Command

ANALYSIS
00000000

No. _____ Date: _____

REQUEST FOR QUOTE

For the submission of a Quote/offer subject to the Contract for _____

1. GOODS/SERVICES:

Item	DESCRIPTION OF ITEM	P/N	S/N	Quantity

Dimensions and weight of package (service): _____

REMARKS _____

2. MANUFACTURER: _____

Flight Engineer _____

Head of Engineering: _____

Unit Commander _____

For submission of a Quote for supply of goods: _____
under the Contract no. _____

The prices included in any Quote shall be quoted as defined under the Contract. Any Quote shall also include the values of the respective new or completely overhauled spare parts ordered under Section 1 here-above. The goods offered may fall under the "exchange" programme.

3. 1. ROUTINE SUPPLY

2. WORK STOP

3. AOG

3. PREVENTIVE/CORRECTIVE MAINTENANCE

4. TYPE OF TRANSPORT: ____ 1. ROUTINE (the cheapest transport available) ____ 2. AOG
(the fastest transport available)

5. PARTIAL DELIVERIES: YES NO

6. DELIVERY DATE (required or requested): _____

7. OTHER REQUIREMENTS: _____

8. The Bid shall be submitted not later
than _____

to the following address:
15. PVL/OLRT,
VOJAŠNICA CERKLJE OB KRKI
Cerklje ob Krki 4a,
8263 Cerklje ob Kriki, Slovenija,

Sent: _____

OLRT:
(P.O.C; Phone) _____



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
General staff of Slovenian Armed Forces
15th WING
Cerklje ob Krki 4a, 8263 Cerklje ob Krki
VAT No.: 47978457
Account: 01100-6370191114

ADDRESSEE

Date:

ORDER FORM No.:

SUBJECT OF ORDER:

ITEM	Quantity	Unit	Price per unit Discount in %	VAT in %	Value excl. of VAT	Value incl. of VAT
------	----------	------	---------------------------------	-------------	-----------------------	-----------------------

Quote No.: _____ / _____

This Order Form is issued in accordance with Contract no.:

Place of Delivery/Performance:
Date of delivery/Performance:

Notes: The invoice shall be accompanied by a copy of this Order Form.

Funds reference:

The invoice, inclusive of this document's number and bearing the name of the unit that issued the Order, shall be submitted to: Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana; otherwise, the invoice shall be returned for completion. Our reference number SHALL be included. The invoice shall be accompanied by the scanned original copy of the Delivery Note signed by both Parties, or a copy of the confirmation of the performed service, or the following documents:

REFERENCE NUMBER: _____

Pursuant to Articles 19 and 27 of Act Amending the Provision of Payment Services to Budget Users (Official Gazette no. 111/13 – ZOPSPU-A), as of 1 January 2015, any invoices submitted by any contractor shall be in electronic format.

The Contracting Authority shall pay the invoice on the 30th. The deadline for payment shall begin on the first day after the day of official receipt of the correctly issued invoice at the Contracting Authority's address.

(Prepared by)

(Responsible person)



THE REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
General staff of Slovenian Armed Forces
15th WING COMMAND
_____ (UNIT)

No.____ Date _____

**MINUTES
OF QUANTITY AND QUALITY ACCEPTANCE**

15th WING commission (unit): _____

1. Head:	_____	signature	_____
2. Member:	_____	signature	_____
3. Member:	_____	signature	_____
4. Member:	_____	signature	_____

SUMMARY

Based on the Request for Quote including the Report and Analysis no.: _____, dated: _____, and based on the Quote submitted by _____ no. _____, the commission has performed acceptance protocol following the invoices / specifications as listed below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Documents accompanying spare parts:

1. Original certificate
2. Copy of certificate
3. Other:

The following has been recognized during the acceptance protocol:

Repair Order Sheet

COMPANY:				Reference: Revision: Date: Reg. No.: Page:			
Repair Order Sheet							
Customer	Slovenian Air Force				Order:		
A/C S/N							
Classification	Affect CRS	Y	N	X	Chafing:	Crack:	Corrosion: Other: X
Affect TAT:	Yes	No					
Affected Part:						Zone / ATA No:	
Defect description:							
Repair Manual Ref.:							
Remarks:							
Materials:	Pos	No	P/N	Item	Unit Price	Total Price	
Repair Shop							
Cost element	Maintenance H x EUR		Engineer H x EUR		Pilot H x EUR		Total:
Amount EUR							
Recommen. By:	Company		Date:		Sign.:		
					Stamp:		
Perform ROS	Yes:	No:	Date:		Signature: Customer		
Remarks:							
Executed	Yes	No	Dete		Signature		