



REPUBLIC OF SLOVENIJA  
**MINISTRY OF DEFENCE**

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Number:

Date:

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**INVITATION TO TENDER**

**for**

**the award of a public contract in the field of defence and security  
following the negotiated procedure without a prior publication notice**

**for**

**PURCHASE OF RECOMPRESSION CHAMBER IN CONTAINER**

**MORS 74/2021-ON-PSPs**

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**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 the negotiated procedure with a prior publication notice, for The contract award concerning purchase of recompression chamber in a container.

This public procurement procedure will be carried out in accordance with the provisions of the Public Procurement for Defence and Security Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14-ZDU-1I, and 52/16 hereinafter "ZJNPOV").

**2. REFERENCE NUMBER AND SUBJECT OF THE PUBLIC PROCUREMENT PROCEDURE**

Reference number: MORS 74/2021-ON-PSPs.

The object of this public tender: purchase of recompression chamber in a container.

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

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

**3. BID SUBMISSION**

Any Bid must be submitted to the following address: Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana, Slovenia by **24 May 2021, 12:00 (noon)**.

The Contracting Authority's main administrative office where Bids may be submitted in person is open Monday through Friday from 9 to 13:00 hrs. .

Any Bid submitted after the closing date and hour for submission as specified above will not be opened and will be returned to the Bidder.

Any Bidder shall be entitled to withdraw its Bid at any time during the procurement procedure.

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

The Bids will be opened in public at the premises of the Ministry of Defence, Logistics Directorate, Vojkova cesta 59, 1000 Ljubljana, on **25 May 2021, 10:00 hrs.**

**5. BID VALIDITY**

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

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

## **6. ESTIMATED TIME OF DELIVERY**

The Goods subject to the contract are expected to be delivered by 20 November 2021 or as per the selected Bid. The Contracting Authority also agrees to delivery in two parts (1<sup>st</sup> delivery – chamber and supporting systems; 2<sup>nd</sup> delivery – integrated system in the container). Delivery in 2 parts will be agreed on during the negotiations.

## **7. LOCATION OF DELIVERY**

The selected Bidder shall deliver the goods ordered to: Vojašnica slovenski pomorščaki, Jadranska cesta 11, 6280 Ankaran, Slovenija.

## **8. TERMS OF PAYMENT**

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

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

## **9. CONTRACT AWARD DECISION**

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

## **10. CONTRACT CONCLUSION**

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

## **11. RIGHT TO CANCEL AND WITHDRAW FROM PUBLIC PROCUREMENT PROCEDURE**

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

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

# **II. BID PREPARATION**

## **1. APPLICABLE REGULATIONS FOR THE IMPLEMENTATION OF PROCEDURE**

The 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 subject-matter of the public procurement procedure.

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

- 2.1 The Bid shall be drawn up in the Slovenian or English language. The bidding values (prices) shall be quoted in EUR. The Bidder shall submit the required technical data relative to the goods offered in Slovenian or English. Should they be written any other language, the 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 tender designation: **»NE ODPIRAJ, PONUDBA; MORS 74/2021-ON-PSPs; HIPERBARIČNA KOMORA«** 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 easy review, the Bidder shall submit the bidding documentation bound together in a folder in the following manner:
- 2.3.1 Chapter III. –Methodology for verifying the bidder's competence to perform the contract - shall include all the required appendices and other documents in the order stated.
- 2.3.2 The Bidders folder must not include Chapter I. – Invitation to tender, Chapter II. – Bid preparation and Chapter IV. – Bid evaluation.

Compliance with the bidding documentation ordering as described under 2.3 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 its 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 public 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 follows:

- All prices must be quoted per unit in EUR, exclusive of VAT, rounded to at least two decimal places, otherwise the Contracting Authority will round the offered price to two decimal places following the basic rules of rounding.
- VAT in EUR shall be calculated in accordance with the applicable legislation; foreign bidders shall not include VAT – VAT shall be calculated and paid by the Contracting Authority following the delivery of the service or goods.

- The price must be inclusive of all costs, including discounts and fees, i.e. all costs the Contracting Authority will be bound to pay to the Bidder.
- The Contracting Authority shall not acknowledge any subsequent costs;
- Appendix 2 – Bidding prices, which is to be used as the pro-forma invoice, must not be altered;
- All prices must be calculated for payment on the 30<sup>th</sup> day calculated from the official receipt of the e-invoice, taking into account that the deadline for payment will begin on the following day after the date of receipt of the invoice on the Contracting Authority's premises. The prices offered must be valid for the duration of the Bid validity.
- The values of all item lines included in the pro-forma invoice and the total bidding value must be quoted;
- All prices must be calculated to include delivery terms DDP (INCOTERMS 2010) delivered, insured and unloaded at the place of delivery: Vojašnica slovenski pomorščaki, Jadranska cesta 11, Ankaran, Slovenija.
- All prices include packaging. The packaging of the delivered products shall provide full protection against mechanical, chemical and other damage during the transport.

## **6. CALCULATION ERRORS**

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

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

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

The Contracting Authority shall evaluate the Bids as specified under Chapter IV. – Negotiations and Bid evaluation.

## **8. SUBCONTRACTORS**

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

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<sup>1</sup> "Subcontractor" means any economic operator, either a legal entity or a natural person, who, on behalf of the Bidder with whom the Contracting Authority has concluded a contract in compliance with ZJNPOV, supplies goods or performs services or construction works directly related to the subject of the contract.

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

Pursuant to the Trade Secrets Act (Official Gazette of the Republic of Slovenia, no. 22/19), it is the Bidder's responsibility to define which parts of the Bid constitute a professional secret or are deemed competitive advantage by drawing up a formal document on this decision. It should be evident from this document that the decision had been signed prior to the Bid submission closing date. Should a bidder be invited to supplement his bid, the decision 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 fulfill 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 representations must be submitted in writing, signed by the Bidder's authorized person and stamped. The documents submitted must be updated to reflect the Bidder's most recent situation.

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

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

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

Pursuant to Paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB), prior to the conclusion of a contract with the value exceeding EUR 10,000.00, exclusive of VAT, in order to ensure that the business transaction is transparent and free from risks of corruption, the Bidder undertakes to provide the information on his 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.

Any Bidder submitting a Bid bears criminal and material responsibility for the correctness of any information provided in the documents included in the Bid and for full compliance of the photocopies submitted to the corresponding originals. The Bidder shall otherwise be liable to the Contracting Authority for any damage resulting therefrom.

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

**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 judgment with res judicata effect of the acts defined in Paragraph 1, Article 32 of the ZJNPOV.

EVIDENCE:

- Completed, signed and stamped form in Appendix 4 – Statement made under criminal and material liability as a declaration on oath confirming that the Bidder and his legal representatives, if these are legal persons, have not been convicted by a judgment with res judicata effect of the acts defined under Paragraph 1 of Article 32 of the ZJNPOV (for each individual legal representative).

**For Bidders from Slovenia:**

- Completed and signed Appendix 4A - Declaration of no conviction (for each legal representative specified in Appendix 4, all required information must be included).
- Completed, signed and stamped Appendix 4B – Declaration of no conviction (for legal entities, all required information must be included).

**For Foreign Bidders:**

- Completed and signed Appendix 4C - Declaration of no conviction (for natural and any other persons authorized to represent (for each legal representative specified in Appendix 4, all required information must be included).
- Completed, signed and stamped Appendix 4D – Declaration of no conviction (for legal entities).

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.

Foreign bidders/subcontractors shall submit an attestation by a competent authority of the country of the bidder's/subcontractor's head office declaring that neither the Bidder/subcontractor nor his legal representative(s) has/have been convicted by a judgment with *res judicata* effect of the acts listed here-above, or, if this is not possible, the Bidder's/subcontractor's own written statement, made under criminal and material liability, declaring that the country of the bidder/subcontractor does not issue such attestations and that neither the bidder/subcontractor nor his legal representative(s) has/have been convicted by a judgment with *res judicata* effect of the acts listed here-above.

- 2.2 The Bidder has not been disqualified from participating in public contract award procedures due to being placed onto the list of bidders with negative references under Article 73 of the ZJNPOV or Article 110 of Public Procurement Act (Official Gazette of the Republic of Slovenia, nos. 91/15 and 14/18) 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 form in Appendix 5 – Statement made under criminal and material liability.

If a Bidder intends to perform the Contract through subcontractors, the conditions as specified in 2.2 must also be fulfilled by any subcontractor engaged.

Foreign bidders/subcontractors shall submit either an attestation issued by the competent authority of the country of the Bidder's head office declaring the Bidder's status with respect to the condition under 2.2, or, should this not be possible, the Bidder's/subcontractor's own written statement, 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 Upon receipt of the Contracting Authority's request submitted either during the procurement procedure or during the performance of the contract, within eight (8) days of such request, the Bidder shall provide the information on:

- its founders, partners, silent partners, shareholders, limited partners or other owners as well as information on ownership shares of the afore-mentioned persons,



- economic operators, which, in accordance with the Companies Act, are considered affiliated companies.

The Bidder shall submit duly completed, signed and stamped Appendix 5: Statement

**EVIDENCE:**

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

2.4 The Bidder shall submit the Statement concerning restrictions of business activities and the information that the Bidder:

- as a natural person or business entity is not in any way linked to any official holding office in the Ministry of Defence of the Republic of Slovenia, or, to the best of his knowledge, to any family member of any official holding the office in the Ministry of Defence of the Republic of Slovenia as specified under Integrity and Prevention of Corruption Act, Article 35 (1) (hereinafter: ZIntPK)

**EVIDENCE:**

- Duly completed, signed and stamped Appendix 6A – Statement concerning restrictions of business activities under Integrity and Prevention of Corruption Act, Article 35(1) (Official Gazette of the Republic of Slovenia no. 69/11 – official consolidated text, and no. 158/2020, ZIntPK)

If a Bidder intends to perform the Contract through subcontractors, the conditions as specified in 2.4 must also be fulfilled by any subcontractor engaged.

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

#### **3.1 Performance Bond**

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 7), in the amount of 5% of the Contract value without VAT. The financial security shall remain valid for a period of 30 days after the agreed time of delivery.

#### **3.2 Warranty Bond**

Upon delivery of the goods subject hereto, the selected Bidder shall submit to the Contracting Authority a bank guarantee or suretyship insurance of an insurance company for remedy of defects within the warranty period in the amount equal to 5% of the value of the Contract without VAT, by using the template in Appendix 8 included in this Invitation to Tender. The Warranty Bond shall remain valid for a period of minimum 30 days after the expiry of the warranty period.

#### **3.3 Subcontractors**

If a Bidder intends to perform the contract through subcontractors, the the following shall be enclosed in the Bid:

- Appendix 9: Subcontractor's Details, and
- Appendix 10: Participation of subcontractors

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.

#### 3.4 The Bidder shall confirm the Umbrella Statement.

EVIDENCE:

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

#### 3.5 The Bidder shall complete the form in Appendix 2 – Bidding Prices, wherein the prices shall be expressed as specified herein under Chapter II.

EVIDENCE:

- Completed, signed and stamped form in Appendix 2 – Bid – Bidding Prices, accompanied by the price breakdown (the value of the goods, transport, duties,...)

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

EVIDENCE:

- Signed and stamped Draft Contract – Appendix 13.

The Bidder may propose modifications of and additions to the contract. Please note that for any changes to the liquidated damages and financial collateral 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

#### 4.1 The Bidder shall guarantee that the services, and the goods, offered comply with the technical requirements as defined by the Contracting Authority in this Invitation to Tender. The technical documentation SHALL clearly indicate the manufacturer and the type and model of the goods offered.

EVIDENCE:

- Signed and stamped Appendix 11 – Statement of compliance with technical requirements,
- Completed Table under Chapter V,
- Required technical documentation as specified under the Table including the Contracting Authority's requirements.

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

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

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

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

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

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

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

#### EVIDENCE:

- Signed and stamped form in Appendix 12 – Declaration of compliance with codification related requirements.

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

The Contracting Authority shall select the **most advantageous Bidder** for the performance of the entire contract, provided the said Bidder fulfils the conditions specified under Chapter III – Instructions on the methods used for verifying the bidder's suitability to perform the contract. Following negotiations, the selection of the Bidder shall be based on the following evaluation criteria:

	<b>Criterion</b>	<b>max no. of points</b>
a	Bidding value excl. VAT	65
b	Mass of entire system in kg	25
c	Compliance with STANAG 4370 (environmental aspect)	5
d	Chamber management system	5
<b>TOTAL :</b>		<b>100</b>

<b>No. of points</b>	<b>Criterion</b>
0 - 65	The lowest bidding value offered excl. VAT x 65 The bidding value offered under the Bid evaluated

**a) BIDDING VALUE, exclusive of VAT – max. No. of points: 65**

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

**b) MASS OF ENTIRE SYSTEM in kg 25 points**

EVIDENCE: Table including Contracting Authority's requirements – Point 1.2

Any Bid deemed to be appropriate (adequate) in terms of technical requirements but offering a system heavier than the lightest system offered for up to and including 200 kg shall be awarded 25 points, the others shall be awarded 0 points.

**c) COMPLIANCE WITH STANAG 4370 (environmental aspect) 5 points**

EVIDENCE: Table with Contracting Authority's requirements – point 1.8

**d) CHAMBER MANAGEMENT SYSTEM 5 points**

A Bid offering an analog system shall be awarded 5 points, a Bid offering a digital system shall be awarded 0 points.

EVIDENCE: Table with Contracting Authority's requirements – Point 2.8

The total number of points awarded shall be an aggregate of points awarded for each criterion (a + b + c + d). The Contracting Authority shall select the Bid with the **highest number of points** awarded. A Bid may be awarded maximum **100 points**.

Negotiations and the Bid evaluation will be conducted as follows:

**Phase 1:** the Contracting Authority will examine the Bids received following their opening. In this phase, the Contracting Authority may request the Bidders that have submitted all the data required for evaluation to correct any calculation errors and formal irregularities, submit any clarifications and correct any non-compliance. The Contracting Authority will coordinate the implementation of the contract with the Bidders.

**Phase 2:** The Contracting Authority will conduct negotiations over the prices with the Bidders that submitted formally complete and appropriate Bids. During the negotiations, the Contracting Authority will announce the final round thereof in advance. The final round of negotiations may be repeated only if two or more Bids offer the same total value deemed as the lowest.

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

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

The Contracting Authority reserves the right to merge the phases mentioned above.

If a Bidder fails to enter into negotiations within the time given, the Contracting Authority will take into consideration the said Bidder's Bid that was submitted last.

The Contracting Authority will conduct negotiations even if only one Bid is received for this public contract award procedure.

## **V. TECHNICAL SPECIFICATIONS**

Subject of this contract award procedure: TWO COMPARTMENT DECOMPRESSION AND TREATMENT CHAMBER IN ONE CONTAINER

Quantity: 1 set

The technical specifications detailed below include the Contracting Authority's minimum requirements for the goods subject to this procedure. If the goods offered do not meet the Contracting Authority's minimum requirements, the Bid shall be disqualified.

If any prospective Bidder comes to the conclusion that he can offer goods with the technical specifications that depart from the Contracting Authority's requirements, however, in the Bidder's opinion said goods comply in terms of their functionality with the Contracting Authority's requirements arising from the technical specifications included herein, the Bidder may propose on the Public Procurement Portal that the technical specifications be changed by substantiating his proposal with competent technical documents.

### **INSTRUCTIONS ON HOW TO COMPLETE THE TABLE BELOW:**

Column 2 includes the Contracting Authority's requirements. The Bidder SHALL complete Columns 3 and 4:

- Column 3: Bidder's response with regard to compliance with the respective Contracting Authority's requirement from Column 2; the Bidder SHALL enter the description and other relevant technical information
- Column 4: Any relative original manufacturer's publications, inclusive of technical specifications and information for the user, written in Slovenian or English (if in any other foreign language, a translation into either Slovenian or English must be attached thereto), and any imagery (where possible) that will attest to compliance with the Contracting Authority's requirements must be enclosed in the Bid. The number of the respective Appendix enclosed in the Bid, or the page in the Bid, that includes the technical documentation confirming compliance with the Contracting Authority's requirement in question (MARK ACCORDINGLY) must be entered in Column 4.

**TABLE INCLUDING CONTRACTING AUTHORITY'S REQUIREMENTS**

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
	Two-compartment Decompression and Treatment Chamber in One Container	MANUFACTURER: _____ MODEL: _____	
1.	GENERAL AND FUNCTIONAL REQUIREMENTS		
1.1	The entire system (chamber with control panel, gas bank, compressor, support system etc.) must be installed in one standard container (ISO length: 6m = 20'). Installation in one container according to dimensions allows transport with existing transportation vehicles and installation at the stern of the Multipurpose ship TRIGLAV 11 (length: 50m).		
1.2	The mass of the complete system, complete with all gaseous, shall not exceed 5000 kg and shall not have a high center of gravity which could adversely affect the stability of the vehicle and the navigability of the ship (attach mass specification by main system components).	Mass of the system: _____ kg (evaluation criterion)	
1.3	All assemblies and sub-assemblies installed in the container must not deviate from the dimensions of the container, which allows the container to be transported by road without any restrictions in accordance with EU road haulage regulations.		
1.4	The container will be marked in accordance with the Rules of registration and marking of freight containers of the Ministry of Defense, number 0070-57 / 2006-4 of 15 March 2007 (attached to the tender documents). Container markings must be marked in accordance with the regulations. The data is provided by the client.		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
1.5	The container must be thermally and acoustically insulated in accordance with international standards ISO 1182, DIN 18165 or other comparable standards. The container must dimensionally comply with international standards (CSC); the load-bearing capacity of vertical stacking is not required by this standard due to weight reduction - it can be loaded as a rear container in height, which must be visibly marked.		
1.6	The container must be equipped with all the necessary connections for the supply of electricity (230 / 400V), grounding and breathing gases from external stocks (cylinders, compressor, ..). The location of the connections is important due to the access restrictions on the ship on the three sides of the container.		
1.7	The primary source of electricity is provided by power from the stationary network. Switching to power supply from the generator (the generator is not part of this order) is intended for power supply in the event of a power failure. The control must enable switching between the auxiliary supply (unit) and the stationary network.		
1.8	The container will be exposed to external weather conditions and sea watering. The protective coatings of the main assemblies outside and inside the container must provide long-term resistance to water, moisture, high salt concentration and galvanic currents. Basic climatic environmental conditions as apply to the environment of the southern Mediterranean, taking into account the moderate winter. Achieving the "Environmental Aspects" chapter of the Stanag 4370 standard is an advantage.	Compliant with STANAG 4370: mandatory to circle (evaluation criterion)  YES NO	
1.9	For the needs of regular work and maintenance, openings must be installed on the walls of the container for the needs of access to the chamber, installations and other equipment.		



Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
1.10	The container must be equipped with an appropriate system of indirect heating and cooling of the hyperbaric chamber.		
1.11	The system must be designed to ensure that the treatment is performed according to the USN 6A therapeutic table and equivalent tables listed in SVS STANAG 1432.		
1.12	The system must be dimensioned to allow the treatment of two casualties in the lying position in the presence of one companion or four in the sitting position (min. 5 x BIBS). The companion may be replaced by another companion, during treatment without interruption of therapy.		
1.13	The openings of the chambers and beds must allow the entry and consolidation of NATO stretchers for the wounded according to STANAG 2040 - AMedP-2.1 Ed.A v1.		
1.14	All components (fabrics, insulation, coatings, seals, fillers, instruments, etc.) in the chamber must meet safety standards regarding resistance to chemical oxidation and allow safe work with gas that is 100% oxygen.		
1.15	The roof of the container must be flat and walkable and equipped with a non-slip coating or pattern.		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
1.16	To train operators for handling decompression and treatment chamber, for performing the tasks of the decompression and treatment chamber operator (performing regular examinations and performing therapeutic tables) - up to 15 members of 430. MOD decompression and treatment chamber / OSPD. Operator training can take a maximum of 10 working days. The manufacturer's representative shall issue a certificate of successful completion of the training and a certificate that the candidate who has successfully completed the training is a certified operator for this HBK model.		
2.	<b><u>TECHNICAL REQUIREMENTS:</u></b>		
2.1	The air supply (from the air bank or compressor) must allow the implementation of at least the USN 5 therapy scheme when on board and the USN 6A when installed on land.		
2.2	The container can be made of aluminum alloy or other metal or artificial materials that would reduce the weight of the entire system.		
2.3	The container door and other service openings must be opened in such a way that all components of the chamber can be accessed when the chamber is installed on a multi-purpose ship.		
2.4	All valves, screws, piping and junction boxes of the decompression and treatment chamber system must be made of robust materials resistant to vibration, corrosion and long-term effects of seawater.		
2.5	A fire extinguishing system must be installed in the chamber and container.		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
2.6	The chamber must have adequate ventilation. The chamber can have an automatic (digital) or manual (analog) ventilation system.		
2.7	All assemblies and sub-assemblies must not deviate from the external dimensions of the container during transport of the container.		
2.8	The management system can be analog or digital. Analog system and ease of use take precedence over digital management system.	Circle as appropriate (evaluation criterion)  digital                      analog	
2.9	The design of the system must be based on the principle of a double chamber (auxiliary and main chamber). Service module (mini chamber with a volume of 1.5 l or more) for feeding accessories, medicines and other on / at the first entrance door to the chamber.		
2.10	The possibility of uninterrupted communication between the operator and the persons in the chamber must be ensured, which also includes visual control of the persons in the chamber.		
2.11	The color of the container and all other external surfaces visible during transport must comply with the RAL 7001 standard. The color of the chamber and accompanying equipment must comply with the practice and standards applicable to medical devices.		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
2.12	<p>The system must be connected to the ship's equipment (power supply), to the air storage tank and, if necessary, to the compressor (couplings, power supply, openings in the container).</p> <p>Within 30 days after signing the contract (during the construction of the system), the supplier and the client coordinate the detailed location of entry and exit points into the container and other necessary openings so that the system will be operational on board upon delivery.</p>		
2.13	Supply dedicated protective flame-retardant antistatic equipment for chamber work: blankets, clothing and slippers (25 sets of different sizes - S, M, L, XL, XXL).		
2.14	Provide white and red illumination of the chamber operator's workspace. Enable visibility of the operator's workbench in red light.		
2.15	Provide two protected 230V / 16A sockets at the exit of the container.		
3.	<b><u>COMPLIANCE WITH STANDARDS</u></b>		
3.1	Stanag 1432 NATO Therapeutic tabels		
3.2	Stanag 2040 Scheme of stretcher for the wounded AMedP-2.1 Ed.A v1 - Then stretcher		
3.3	Stanag 4370 Chamber design according to environmental testing, mechanical testing, electrical testing, electromagnetic testing and climate testing		
3.4	ISO 1182 Fire reaction tests for construction products - Non - combustibility test		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
3.5	The hyperbaric chamber must comply with the requirements of Council Directive 93/42 / EGS of 14 June 1993 on medical devices in Class IIb, as evidenced by appropriate supporting documents.		
3.6	All equipment must be new and tested or. tested in accordance with the latest standards and guidelines, including the medical profession. Built-in components that are aging (have a batch) must not be older than two years when handed over to the client, which is evidenced by the relevant documents		
4.	<b><u>MAINTENANCE:</u></b>		
4.1	Train maintenance staff to perform basic maintenance of the entire system - up to 5 people. The manufacturer's representative shall issue a certificate of successful completion of the training.		
4.2	The bidder provides a set of tools and special equipment for the maintenance of the entire system (to be included in the bid)		
4.3	The bidder defines the factory maintenance according to the complexity of the equipment and the necessary competencies to interfere with the operation of the chamber and its components.		
4.4	The bidder defines and attaches a list of parts with a longer delivery period (over one month) for the entire system.		
4.5	For each set, a stand-alone device, a continuous 24-hour service must be available, with a maximum service response time of 48 hours in Europe.		
4.6	To train hyperbaric chamber operators - members of the 430th Naval division and Military Medical Unit. Issue a certificate of competency.		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
5.	<b><u>SERVICE LIFE:</u></b>		
5.1	Expected service life of the chamber together with the management system: 20 years.		
6.	<b><u>WARRANTY:</u></b>		
6.1	Warranty period of minimum 24 months shall be provided for each component to enter into effect on the day of delivery/acceptance by the Buyer.		
7.	<b><u>THE FOLLOWING SHALL BE ENCLOSED IN THE BID:</u></b>		
7.1	The Bid shall include a conceptual design of the entire system		
7.2	Technical specifications to be enclosed in the Bid shall be submitted in Slovenian or English (paper and digital copy)		
8.	<b><u>THE FOLLOWING SHALL BE SUBMITTED UPON DELIVERY:</u></b>		
8.1	All necessary documentation for recording and monitoring the maintenance of the entire system throughout its service life (supply and renewal of consumables and spare parts, inspection dates of individual components and assemblies, component catalog, certificates, etc.).		

Line	Contracting Authority's requirements	Required Bidder's response - actual values or data	No. of the Appendix or no. of the page where the information is included in the Bid/publication
1	2	3	4
8.2	<p>Three sets of technical documentation and instructions for use of all assemblies, devices, means and subsystems in English and three in Slovenian + video with basic information on use, maintenance and storage.</p> <p>Required documentation:</p> <p>User manual for chamber management / therapy in Slovenian and English</p> <ul style="list-style-type: none"> <li>- User manual for start-up and operation of subsystems in Slovenian and English</li> <li>- Functional description of the system in Slovenian and English, - Schemes and plans (distribution of electricity, gas media, lighting and other subassemblies of the system) in English or Slovenian,</li> <li>- Service manual (periodic inspections, required safety parameters, storage and preservation of the system in case of prolonged non-use, safety standards...) in English or Slovenian,</li> <li>- List of installed (spare) parts and components of the system (reference number, product name, supplier and / or manufacturer, delivery time) in English or Slovenian.</li> </ul>		

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

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Signature of responsible person

**APPENDIX 1: Bidder's details****MORS 74/2021 – ON –PSPs  
RECOMPRESSION CHAMBER IN CONTAINER**

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

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

Bidder's Details

(enter the information below)

FULL NAME	
LEGAL REPRESENTATIVE	
BIDDER'S ADDRESS	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (for official mail)	
POINT OF CONTACT – CONTRACT ADMINISTRATOR MOBILE PHONE NO. (for official purposes)	
AUTHORIZED PERSON FOR QUALITY ACCEPTANCE MOBILE PHONE (for official use)	
IBAN	
SWIFT	
NAME OF THE BANK	
ADDRESS OF THE BANK	
SME (small or medium sized enterprise) – please circle as appropriate	YES / NO
PERSON AUTHORIZED TO SIGN THE CONTRACT	

\_\_\_\_\_  
Place and date\_\_\_\_\_  
Stamp\_\_\_\_\_  
Signature of an authorized person



**APPENDIX 2: Bid – Bidding prices:**

Bid no. \_\_\_\_\_ dated \_\_\_\_\_ submitted for the purposes of the public contract award procedure **MORS 74/2021 – ON – PSPs**;

**RECOMPRESSION CHAMBER IN CONTAINER**

Line.	Product	Unit	Quantity	Price per Unit excl. VAT	22% VAT per Unit	Price per Unit Incl. VAT	TOTAL VALUE INCL. VAT
				in EUR	in EUR	in EUR	in EUR
1	2	3	4	5	6=5 x 0,22	7=5 + 6	8=4 x 7
<b>MOBILNA ENO-KONTEJNERSKA HIPERBARIČNA KOMORA, manufactured by: _____ marking/model _____</b>							
1	Primary chamber	Piece	1				
2	Secondary chamber	Piece	1				
3	Control board	Set	1				
4	Gas bank	Set	1				
5	Fire chamber system	Set	1				
6	Compressor	Set	1				
7	Cooling and heating system	Set	1				
8	Container	Set	1				
9	Tooling and accessories	Set	1				
10	Training of System operators and maintenance staff (min. 5 persons), documentation	set	1				
TOTAL BIDDING VALUE IN EUR, EXCLUSIVE OF VAT:						<b>To be used for evaluation:</b>	
TOTAL VAT VALUE IN EUR:							

TOTAL BIDDING VALUE IN EUR, INCLUSIVE OF VAT:	
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PLACE OF DELIVERY:	Vojašnica slovenski pomorščaki, Jadranska cesta 11, 6280 Ankaran, Slovenija
PAYMENT:	On the 30 <sup>th</sup> day calculated from the day of official receipt of the e-invoice at the premises of the Contracting Authority.
DELIVERY PERIOD:	Within _____ calendar days after the signature of the contract by both parties (applies to the entire system). The chamber with supporting systems may be delivered within _____ days after the signature of the contract.
WARRANTY PERIOD:	_____ months effective on the day of control for acceptance of the entire system (minimum 24 months)

Bid validity: 120 days calculated from the closing date for Bid submission.

**The Bidder shall attach the breakdown of the total bidding price (the value of the goods, transport, duties,...)**

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

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

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

\_\_\_\_\_  
Stamp

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

## APPENDIX 3

### UMBRELLA STATEMENT

We hereby confirm that:

- We are acquainted with the content of the Invitation to Tender for this public contract and the general terms and conditions thereof, and we herewith express our full agreement therewith. We also declare that we are acquainted with the instructions for bid preparation and we herewith agree with the said instructions and declare that our bid will be prepared and submitted in accordance with the requirements listed in the mentioned instructions;
- We have at our disposal sufficient technical capabilities (technical equipment, storage facilities, service network, quality control measures) to ensure a quality implementation of the subject of the public contract;
- 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 declare 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 other 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.

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Place and date

Stamp

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Signature of Bidder's legal  
representative

## APPENDIX 4

### STATEMENT AND AUTHORIZATION

We hereby declare that **neither** the bidder

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(name, address and head office)

**nor** his legal representative(s)

---

(Name) (Signature)

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(Name) (Signature)

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(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 organization (Article 294 of the Criminal Code).

For the purposes of this public contract award procedure, MORS 74/2021-ON-PSPs, we hereby authorize the Contracting Authority, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia, to access the bidder's (and his legal representatives') criminal records.

If the Bidder intends to perform the contract through subcontractors, the above-mentioned condition should also be satisfied by each subcontractor. To this end, a copy of this appendix should also be duly completed by each subcontractor.

**Foreign bidders/subcontractors shall submit an attestation by the competent authority of the country of the bidder's/subcontractor's head office declaring that neither the bidder/subcontractor nor his legal representative(s) has/have been convicted by a judgment with *res judicata* effect of the acts listed here-above, or, if this is not possible, the bidder's/subcontractor's own written statement, made under criminal and material liability, declaring that the country of the bidder/subcontractor does not issue such attestations and that neither the bidder/subcontractor nor his legal representative(s) has/have been convicted by a judgment with *res judicata* effect of the acts listed here-above.**

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Place and date

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Stamp

---

Signature of Bidder's legal  
representative

**PRILOGA 4A: Potrdilo iz kazenske evidence fizičnih oseb**

ZADEVA: POTRDILO IZ KAZENSKE EVIDENCE FIZIČNIH OSEB

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

EMŠO (obvezen podatek): \_\_\_\_\_

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

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

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

OBČINA ROJSTVA: \_\_\_\_\_

DRŽAVA ROJSTVA: \_\_\_\_\_

NASLOV STALNEGA/ZAČASNEGA BIVALIŠČA:

(ulica in hišna številka) \_\_\_\_\_

(poštna številka in pošta) \_\_\_\_\_

DRŽAVLJANSTVO: \_\_\_\_\_

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

Potrdilo potrebujem kot prilogo za javno naročilo MORS 74/2021 – ON – PSPs.

DATUM:

\_\_\_\_\_

PODPIS PROSILCA:

\_\_\_\_\_

**PRILOGA 4B: Potrdilo iz kazenske evidence pravnih oseb**

ZADEVA: POTRDILO IZ KAZENSKE EVIDENCE PRAVNIH OSEB

PODATKI O PRAVNI OSEBI:

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

Sedež podjetja: \_\_\_\_\_

Občina sedeža podjetja: \_\_\_\_\_

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

Matična številka podjetja: \_\_\_\_\_

Potrdilo se izdaja zaradi (namen izdaje potrdila) javnega naročila MORS 74/2021 – ON – PSPs.

DATUM:

ŽIG IN PODPIS POOBlašČENE OSEBE

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX 4C

### TO BE COMPLETED BY ANY NATURAL, AND OTHER, PERSON WITH THE AUTHORITY TO REPRESENT

For the purposes of the public contract award procedure MORS 74/2021 – ON – PSPs carried out by the Ministry of Defence of the Republic of Slovenia and congruent with 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)

I, the undersigned, \_\_\_\_\_, residing at \_\_\_\_\_,  
issue this

#### Declaration of no criminal record

I, the undersigned, \_\_\_\_\_, hereby declare under criminal and material liability that on the day the Bid has been submitted for the public contract award procedure referenced above, i.e. **on** \_\_\_\_\_ 2021, no grounds for the exclusion from the procedure as stated in ZJNPOV, Article 2, 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.**



## APPENDIX 4D

### TO BE COMPLETED BY A LEGAL PERSON

For the purposes of the public contract award procedure MORS 74/2021 – ON – PSPs carried out by the Ministry of Defence of the Republic of Slovenia and congruent with 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)

I, the undersigned, \_\_\_\_\_, residing at \_\_\_\_\_, as the managing director of the company \_\_\_\_\_, registration no. \_\_\_\_\_, issue this

#### Declaration of no criminal record

I, the undersigned, \_\_\_\_\_, hereby declare under criminal and material liability that on the day the Bid has been submitted for the public contract award procedure referenced above, i.e. **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.**

## APPENDIX 5

### STATEMENT

Bidder

---

(name, address and registered office)

**We hereby declare under criminal and material liability that**

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

Upon receipt of the Contracting Authority's request submitted either during the procurement procedure or during the performance of the contract, within eight (8) days of such request, we shall provide the information on:

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

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

**Foreign bidders/subcontractors shall submit an attestation by a competent authority of the country of the bidder's/subcontractor's head office declaring their status with respect to the conditions specified above, or, if this is not possible, the bidder's/subcontractor's own written statement, given under criminal and material liability, declaring that the country of the bidder/subcontractor does not issue such attestations and stating his status with respect to the conditions specified above.**

---

Place and date

Stamp

---

Signature of Bidder's legal  
representative

## APPENDIX 6

### STATEMENT CONCERNING RESTRICTIONS OF BUSINESS ACTIVITIES <sup>2</sup>

I, \_\_\_\_\_  
(name and surname of the natural person<sup>3</sup> or the responsible person<sup>4</sup> of the business entity)

hereby declare that neither \_\_\_\_\_ (business entity<sup>5</sup>) 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

#### **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.*

<sup>2</sup> 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).

<sup>3</sup> 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).

<sup>4</sup> 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);

<sup>5</sup> 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 7

### 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 8

### Warranty bond template following 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))

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

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

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

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

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

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

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

**LANGUAGE OF ANY REQUIRED DOCUMENTS:** Slovenian 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 CHARGES:** (Insert name of the Applicant; name of the tenderer selected in a contract procedure)

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

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

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

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

Guarantor  
(stamp and signature)

## APPENDIX 9

### SUBCONTRACTOR'S DETAILS

(enter the information below)

SUBCONTRACTOR'S FULL NAME	
ADDRESS	
WEBSITE	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
BANK ACCOUNT NO.	
NAME OF BANK	
BANK ADDRESS	
COMPETENT TAX OFFICE	
TELEPHONE	
FAX	
E-MAIL ADDRESS	
POINT OF CONTACT	

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

\_\_\_\_\_  
Stamp  
person

\_\_\_\_\_  
Signature of Subcontractor's authorized

#### NOTE:

- Please photocopy this form for each subcontractor.



## 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 Framework Agreement with the Contracting Authority or during the performance of the Agreement.

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 11**

**DECLARATION OF COMPLIANCE WITH TECHNICAL REQUIREMENTS**

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

\_\_\_\_\_

Place and date

Stamp

\_\_\_\_\_

Signature of a legal representative

- Attachments:
- Completed Table under Chapter V
  - Required documentation certifying compliance with the Contracting Authority's requirements set forth under Table in Chapter V (manufacturer's publications, manufacturer's statements, seller's statements...).

**DECLARATION OF COMPLIANCE WITH CODIFICATION REQUIREMENTS**

We hereby declare that, if we are selected as the Supplier of the RECOMPRESSION CHAMBER IN ONE CONTAINER under MORS 74/2021-ON-PSPs, we shall fully comply with all Contracting Authority's requirements relating to codification of products subject to this contract award procedure. All codification-related requirements are specified in the appendix to the Draft Contract.

\_\_\_\_\_

Place and date

Stamp

\_\_\_\_\_

Signature of an authorized person

## APPENDIX 13: Draft Contract

By signing the Draft Contract below, the Bidder will confirm that he is acquainted and agrees with the content of the contractual provisions, furthermore, the Bidder's signature will confirm his 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 FOR PURCHASE OF RECOMPRESSION CHAMBER IN ONE CONTAINER

agreed between and signed by

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

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

(hereinafter: Buyer)

and

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Represented by \_\_\_\_\_

Registration no.: \_\_\_\_\_  
Account no.: \_\_\_\_\_  
VAT Identification no.: \_\_\_\_\_

(hereinafter: Seller)

## Introductory provision

### Article 1

The Contracting Parties hereby note that, pursuant to 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 the Invitation to Tender no. \_\_\_\_\_ dated \_\_\_\_\_, the Buyer carried out the public procurement procedure MORS \_\_\_\_\_ following the negotiated procedure with a prior publication notice for purchase of a recompression chamber in one container.

The Seller was selected as the most advantageous Bidder based on the Contract Award Decision no. 430-94/2021-\_\_ dated \_\_\_\_\_, which took effect on \_\_\_\_\_ / standstill period under Article 76 of ZJNPOV does not apply.

## Subject of Contract

### Article 2

The Seller hereby agrees to deliver a recompression chamber in one container for the Buyer, in full compliance with the Buyer's requirements as laid down in the Invitation to Tender MORS 74/2021-ON-PSPs and congruent with the Bid no. \_\_\_\_\_ dated \_\_\_\_\_ submitted in response thereto and appended hereto to constitute an integral part of this Contract.

Where the Seller delivers the goods hereunder through subcontractors, a detailed description of subcontracted services will be included in Article x hereof.

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

## Prices of Goods, place and time of delivery

### Article 3

The Seller shall deliver to the Buyer the Goods at the following prices:

Line	Product	Quantity	Unit	Price per Unit in EUR	22 % VAT/Unit in EUR	Price per Unit in EUR incl. VAT	Total value in EUR, incl. VAT

The total contract value for all goods subject hereto shall be equal to EUR \_\_\_\_\_, exclusive of Value Added Tax (hereinafter: VAT) or EUR \_\_\_\_\_, inclusive of VAT. VAT shall be equal to EUR \_\_\_\_\_.

The training of the operators is included in the price of the Goods. Following completion of the training, the Seller shall issue a certificate of training.

The prices above shall remain firm and fixed and are per DDP INCOTERM 2020, delivered and unloaded: Vojašnica slovenski pomorščaki, Jadranska cesta 11, 6280 Ankaran, Slovenija.

The Seller shall deliver the Goods within \_\_\_\_\_ calendar days after the signature of the Contract by both Parties. Partial delivery may be made: \_\_\_\_\_

Within 30 days after the Contract signature (during the construction of the system), the Parties shall define the precise location of the entry and exit points and other necessary openings to ensure that the system is operational on the ship upon delivery.

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

application to the Financial Administration of the Republic of Slovenia for exemption from duties applicable on import, or the Seller shall act in accordance with the RS Financial Administration instructions and procedures, however, he shall also act in compliance with the other definitions and provisions of this Contract.

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

## **Terms of payment**

### **Article 4**

Within 5 days of the successful completion of the quality and quantity acceptance of the goods hereunder conducted by the Buyer, the Seller shall submit the invoice therefor exclusively in electronic format (e-invoice). Any invoice submitted shall bear the Contract's number as assigned by the Buyer.

Any invoice submitted shall be accompanied by:

- Delivery note specifying the quality and price and bearing the Buyer's signature, and
- the Minutes of quality and quantity control (Form SS14-7).

E-invoices shall be addressed to: Ministrstvo za obrambo RS, Direktorat za logistiko, Sektor za nabavo, Vojkova cesta 55, 1000 Ljubljana.

The Buyer shall pay the invoice, which shall serve as the basis for payment, on the 30th day calculated from the first day after the day of the official receipt of the invoice at the Buyer's address.

In case of a claim, the invoice shall be rejected. Upon receipt of a new invoice, issued after the claim has been settled, payment shall be carried out on the 30th day after receipt of the new invoice. Payment deadline shall begin on the first day after the day of official receipt of the invoice, which shall serve as the basis for payment, at the Buyer's address.

If the Buyer fails to settle the invoice in due time, the Seller will be entitled to demand interests for late payment.

E-invoices shall solely be used by the legal persons from Slovenia, foreign bidders shall submit invoices as PDF documents to: [glavna.pisarna@mors.si](mailto:glavna.pisarna@mors.si).

## **Quality of Goods**

### **Article 5**

The quality of the Goods shall fully conform to the Buyer's technical requirements and the Bid submitted and appended hereto.

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

## **Acceptance by the Buyer**

### **Article 6**

The protocol shall commence upon receipt of Form SS 12-7. The protocol shall thereafter comply with the requirements laid down in the Appendix hereto – Definition of quality control for the acceptance of ammunition.

Minutes of Quality Control (Form SS 14-7) shall be drawn up and signed by the authorized representatives of both Contracting Parties. The Buyer's authorized representative for acceptance shall be a representative of the Materiel Acceptance Section, or a person authorized thereby; for the same purpose, the Seller hereby appoints \_\_\_\_\_.

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

Upon delivery to the designated place under the contract, the quantity control will be conducted and the acceptance of the Goods will be validated by signature on the respective delivery note.

The Contracting Parties agree that the Goods subject to this Contract shall be deemed to have been delivered on the day the Goods have been handed over to the Buyer at the designated location hereunder, and both the Minutes of Quality Control for Acceptance of Products stating that "Quality does comply with contractual provisions" and the respective duly completed delivery note have been signed by the Buyer.

### **Article 7**

The Parties hereto agree that the provisions of the Code of Obligations of the Republic of Slovenia (The Official Gazette of the Republic of Slovenia, no. 97/07 – official consolidated text) shall apply to all material defects. During the warranty period, provided the Seller is immediately notified of the defect by the Buyer, the Seller shall remain liable for any hidden defects on the Products.

The Seller shall remedy the defect or replace any defective Product with a new Product within the time limit set forth by the Buyer, otherwise the Seller shall be liable to payment of compensation. Expenses incurred by the remedy of the defect, inclusive of transport costs and related reimbursements, shall be borne by the Seller.

## **Quality assurance**

### **Article 8**

The Buyer shall have the right to supervise the Seller's work and take quality control measures in all stages of this Contract.

Where the Seller, and its subcontractors involved in the performance of the Contract (including the manufacturers), are from a NATO or a Partner country, quality assurance may be performed under the terms of SVS STANAG 4107 and SVS AQAP 2070 (Mutual Acceptance of Government Quality Assurance and usage of the Allied Quality Assurance Publications). The Seller, and its subcontractors, shall provide the appointed representative of the Government Quality Assurance Authority, or the Buyer, with access to any facility and documentation, and ensure assistance to the Seller's personnel and adequate working space to enable the said representative, or the Buyer, to verify if the contractual requirements are met. Where quality cannot be satisfactorily verified under the terms of SVS STANAG 4107, it will be verified by the Buyer at the Seller's costs. Government Quality Assurance (hereinafter: GQA) under the terms of SVS STANAG 4107 will be restricted to those cases where quality cannot be satisfactorily verified after receipt and GQA at the Seller or subcontractors' premises is considered essential to reduce or eliminate risk areas that have been identified for the satisfactory performance of the Contract.

This provision shall be included in all subcontracts the Seller enters into with its subcontractors and manufacturers.

## **Codification**

### **Article 9**

The Seller shall submit the data necessary for codification in accordance with SVS STANAG 4177 and the codification clause included in Appendix 2 hereto.

The Seller shall prepare a proposal of the items/lines to be codified within the shortest time possible following the signature hereof. Said proposal shall be submitted to the Buyer for review and approval. The codification shall be finalized prior to the handover of the Products to the Buyer.

## **Warranty for faultless performance of the Goods supplied**

### **Article 10**

The Seller shall provide the Goods with the warranty equal to \_\_\_\_\_ months (min. 24) to take effect on the date of quality control for acceptance by the Buyer. The goods delivered shall be provided with the service life equal to \_\_\_\_\_ months (min. 20). The technical documentation provided shall specify how the expected service life can be attained.

During the warranty period the Seller shall ensure faultless performance of the goods delivered and shall remedy, free of charge, the defects that cannot be attributed to the Buyer. Where the Buyer files a warranty claim, a suitable deadline, not shorter than 45 days, shall be set for the remedy of the defects concerned. Should the Seller fail to remedy the defects within the given timeframe, he shall replace the defective products with new, faultless products. All transport and other costs related to the repair or replacement of the goods under the warranty shall be borne by the Seller. Because the defective Goods could not be used, the Buyer shall have the right to reimbursement for the damages caused by the defect from the moment the repair or replacement was requested to the implementation thereof.

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

## **Performance Bond**

### **Article 11**

As a prerequisite for the validity of the Contract and a guaranty for good performance of its contractual obligations, the Seller shall present to the Buyer, 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 5% of the value of the Contract, exclusive of VAT. The Performance Bond shall remain valid for 30 (thirty) days after the delivery date.

Should the delivery period, the type of goods, quality, and quantity thereof be changed during the term hereof, the Seller shall amend or extend the validity of the Performance Bond accordingly.

## **Warranty Bond**

### **Article 12**

Upon delivery of the goods, the Seller shall submit to the Buyer an unconditional bank guarantee or a suretyship insurance of an insurance company for remedy of defects within the warranty period, payable on first demand without demur on the part of the Seller. The value of the financial collateral shall be equivalent



to 5% of the value of the Contract, exclusive of VAT. The financial collateral shall remain valid for a period of minimum 30 days after the expiry of the warranty period as specified hereunder.

The Warranty Bond shall cover any instances where a defect or any other event which could reduce the Buyer's possibility of using any product subject to warranty as specified hereunder has arisen out of the Seller's failure to fulfil its obligation.

## **Subcontractors**

### Article 13

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

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

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

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

### Article x

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

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

## **Anti-corruption clause**

### Article 14

Any Contract in which a person promises, offers or gives any undue advantage to the representative or agent of a public sector body or organization on behalf or for the account of another contracting party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of obligations from the framework agreement 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

## Security Clearance

### Article 15

The Seller 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 only by the persons employed by him or by his subcontractor(s) (hereinafter "Seller's employees") for whom the entry therein has been granted. Such entry shall be granted if the competent body, following the security screening, has concluded that there are no security concerns under Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia nos. 103/04 – official consolidated text, and 95/15), 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 Seller undertakes to ensure that the screened Seller's employees will continue to be available during the term of the contract, and to regularly inform the Buyer with a letter of any changes thereof by submitting Consents for security screening. All Seller's employees shall be held accountable for complying with the Buyer's instructions relating to the entry into and movement on his premises or areas. The Seller shall immediately inform the Buyer that a screened employee with the granted entry into the said premises will cease to perform the services on behalf of the Seller due to the termination of his employment contract or any other reason.

Before any services agreed hereunder have been commenced, the Seller shall send to the Contract Administrator the original copies of the Form "Consent for security screening", included herein and signed in manuscript 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 Seller for correction.

The Buyer shall inform the Seller, in writing, about the Seller'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 under the Contract, a Seller's employee may be granted entry into Class I restricted areas on 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 Seller has a valid national Organisation Security Clearance of the adequate level of classification for storage and handling of classified information in the Buyer's restricted areas.

For purposes of providing services under the Contract, a Seller'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 with the adequate classification level; and
- the Seller 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 Seller during the contract award procedure or during the term of the Contract, the said Seller shall present a valid Organisation Security Clearance of the level appropriate for storage and handling of the classified information on the Seller's premises.

## **Withdrawal from Contract**

### **Article 16**

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

- the Seller becomes insolvent, or if a court order for the payment of debts has been issued against the Seller, if the Seller is facing compulsory settlement or bankruptcy, or if the Seller 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 Seller's company or assets or if a similar act is initiated against him as a result of debt,
- the Seller delays delivery for more than 30 days,
- the Seller enters into a subcontract with a new subcontractor contrary to the provisions of the article on subcontractors included herein,
- the Buyer, based on the Government Quality Assurance inspection as specified under Article 8 hereof, establishes such major defects that there is no probability that the product in question would be delivered in full compliance with the Contract,
- the Seller fails to fulfil its obligations under this Contract in the manner prescribed hereunder.

If the Seller withdraws from the Contract after the Contract has been signed and thus fails to fulfil its contractual obligations due to reasons attributed to the Seller, the provisions governing liquidated damages for non-delivery under this Contract shall apply.

## **Liquidated Damages**

### **Article 17**

If the Seller fails to deliver the Goods subject hereto within the time frame agreed for reasons that cannot be attributed to Force Majeure or the Buyer, the Seller shall pay to the Buyer as liquidated damages an amount equal to 5‰ (per mil) of the total value of the Contract, exclusive of VAT, for each day of delay, but not more than 15% (percent) of the total value of the Contract, exclusive of VAT.

If the Seller fails to deliver all Goods subject hereto and fails to deliver the training agreed, the Seller shall pay to the Buyer as liquidated damages for non-delivery an amount equal to 15% (percent) of the total value of this Contract, exclusive of VAT.

The Seller hereby agrees that the Buyer may recover any debts subject to liquidated damages clause hereof by offsetting them against the financial obligations hereunder. Where this is not possible, the Buyer shall issue a separate invoice to be paid by the Seller within 8 days of receipt thereof.

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

## **Contract Management**

### **Article 18**

The Buyer hereby appoints \_\_\_\_\_ as the Contract Administrator; to this end, the Seller appoints \_\_\_\_\_.

For the purposes of implementation of this Contract, the Buyer hereby authorizes \_\_\_\_\_, while the Seller authorizes \_\_\_\_\_.

For purposes of implementation of the special provisions of this Contract related to codification, the Buyer hereby authorizes \_\_\_\_\_.

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

## **Force Majeure**

### Article 19

Force Majeure shall mean 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 care, on condition that the said event comes from the external sphere of their operation and the party was not required to take such an event into consideration.

The Party affected by the Force Majeure shall immediately notify the other Party, in writing, of the start and the termination of the Force Majeure event. Additionally, within 2 days of the beginning or the end of the said event, the affected Party shall present to the other Party credible evidence to the existence and duration of such an event.

Following the end of the Force Majeure event, both Parties shall prepare written records of any changes to the obligations under the Contract. 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 20

This contract is concluded for the Goods defined hereunder and shall expire upon the delivery thereof.

### Article 21

Should there be any changes to the Seller's status during the term of the Contract, its contractual obligations shall be transferred to its successors in title.

### Article 22

Either Contracting Party may propose modifications and additions hereto. These shall be deemed as 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 23

The Contracting Parties agree that the Code of Obligations shall apply to any provision not agreed upon under this Contract.

#### Article 24

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

#### Article 25

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

The Parties hereto agree that the Contract shall be deemed to have been concluded and shall become valid on the day of signature by both Parties provided that the Contractor submits to the Buyer a valid Performance Bond within twenty days of the last signature.

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

**BUYER**  
**Republic of Slovenia**  
**MINISTRY OF DEFENCE**

**SELLER**

Appendices constituting an integral part of this Contract:

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

## **APPENDIX:**

### **DEFENCE FORCE CONTRACT CODIFICATION CLAUSE**

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

#### **Codified Items**

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

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

#### **Non-Codified Items**

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

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

- the physical characteristics (material, dimensions, tolerances);
- performance data (i.e. functional and operating requirements such as speed, load);
- electrical and/or electronic characteristics;
- complete technical description including specifications, applied national and international standards and documentation for asset identification;
- drawings (when applicable, primarily for modified assets),
- Trade name or established name of asset;
- the manufacturer's unique bar code number;
- mounting requirements;
- special features which contributed to the uniqueness of the item(s); and
- application within the end item.

### **General provisions**

1. The Seller shall inform the MoD Codification Authority of any restrictions concerning the disclosure of technical data.

2. The Seller is ultimately responsible, under the terms of this contract, for the provision of technical data for all items of supply identified for the life cycle of equipment. The Seller shall include the terms of this clause, or an equivalent contractual instrument in any subcontracts, to ensure the availability of the technical data.

3. For items procured by the prime contractor from a sub-contractor or vendor, the prime contractor will furnish the name of the actual manufacturer and their unique identifying part number and bar code number along with all necessary technical documentation.

4. If MoD Codification Authority finds that submitted data or documentation does not comply with the requirements as set out by the codification clause provisions and consequently does not enable codification of items of supply, the MoD Codification Authority shall provide its comments to the Seller. The Seller shall then within twenty days upon receipt of MoD Codification Authority's comments amend and resubmit data accordingly.

5. If the Seller submits unacceptable technical data the decision of MoD Codification Authority shall prevail.

6. Any further clarification of requirements concerning the codification technical data will be processed by the MoD Codification Authority.

7. The Seller shall contact the MoD Codification Authority immediately after the contract has been signed to make further detailed arrangements.

## **APPENDIX:**

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

#### **Scope of application**

##### **1.1**

Based on the contract, the Contracting Authority and the Service Provider hereby define the principles, conditions and methods of implementing quality control for the acceptance of products (hereinafter "acceptance"), and control over the Service Provider's quality assurance system.

#### **General provisions**

##### **2.1**

Each Contracting Party shall observe the principle of due diligence and the principle of carrying out delivery and acceptance of products without unnecessary costs for both parties, while taking into account the rules of the profession.

##### **2.2.**

The Service Provider shall adequately manage the quality system by:

- Submitting documents on control and testing of the subject of the contract upon acceptance or delivery of products;
- Executing the prescribed or agreed method of product quality control;
- Precisely defining the responsibility for quality assurance;
- Considering the buyer's requirements with respect to the quality control system; and
- Applying the same requirements for his subcontractors as those set by the Contracting Authority for the Service Provider.

#### **Approach to quality control**

##### **3.1**

An authorized representative of the Contracting Authority initiates the quality control for the acceptance of products on the basis of the received Notification on products prepared for acceptance (Form SS 12-7) submitted by the Service Provider to the designated address of the Contracting Authority, if necessary, together with the information on the transport unit of products and professional recommendations for the implementation of acceptance.

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

A product is prepared for acceptance when it is compliant with the contractual provisions, complete in terms of quantity, properly packed and marked as well as accompanied by appropriate documents, as required under the contract. Until the quality control procedure is carried out, the product shall be separated from other products and positioned so as to enable access to each packaged transport unit and so that the marking of the unit is evident from all sides or sampling and marking are enabled.

The acceptance procedure shall generally be carried within eight days from the receipt of the SS 12-7 form.



The Contracting Authority may perform occasional quality control of the Service Provider's manufacturing procedure prior to the final acceptance of products. All findings of occasional controls of the manufacturing procedure shall be entered into Minutes of prior/phase/milestone control, which are then signed by the authorized representatives of both Parties.

## **Acceptance procedure**

### **4.1**

Quality control may, on the basis of a written acceptance protocol or agreement, be carried out at the Service Provider's location or the Contracting Authority's location, unless otherwise agreed in the Contract.

### **4.2**

The authorized representative of the Contracting Authority shall carry out the quality control following the rules of the profession by using:

- Prescribed and standardized preparations and control methods;
- Measurements and tests of products' characteristics;
- Comparison of the results with the records in the technical documentation of the Manufacturer and technical requests of the Contracting Authority defined in the Contract; and
- Comparison and assessment of immeasurable characteristics and attributes.

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

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

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

The composition of lots, their size and method for their presentation and identification, shall be prepared by the Service Provider and approved by the Contracting Authority's authorized representative.

### **4.3**

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

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

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

#### 4.4

The authorized representative of the Contracting Authority can decide to either accept or decline the consignment. The acceptance of products shall be confirmed by signing the Minutes on quality control of products (Form SS 14-7), which shall also contain assessment **“Quality does comply with contractual provisions”**.

Should the authorized representative of the Contracting Authority decline the acceptance of products, the rejection must be substantiated in writing, and the reasons for it stated in the Minutes, together with the assessment **“Quality does NOT comply with contractual provisions”**.

### **Costs of quality control implementation**

#### 5.1

The costs that shall arise during a regular acceptance procedure and with a favourable result for the Contracting Authority shall be borne by the Contracting Authority, in case of an unfavourable result for the Contracting Authority, costs are borne by the Service Provider.

In case of non-compliance of results obtained during quality control relating to the acceptance of products with the data from the technical documentation of the Manufacturer and requirements set under the contract and consequentially in case of a decision to repeat sampling, measuring or testing, the Service Provider shall pay for the incurred costs.

### **Service Provider's obligations**

#### 6.1

The Service Provider has to enable the authorized representative of the Contracting Authority to implement quality control of products in a prescribed way and following the rules of the profession.

#### 6.2

Regardless of whether the products have been accepted or not, the Service Provider has to remedy the established non-compliance or deficiencies, supplement or replace any missing part of the product or document, if the authorized representative of the Contracting Authority has assessed this to be a minor functional non-compliance or minor deviation and has defined a deadline for its remedy.

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

#### 6.3

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

#### 6.4

The Service Provider is obligated to inform the authorized representative of the Contracting Authority about the date of the beginning of production, if this involves production activity. The Contracting Authority has the right to control the production of goods intended for him, unless otherwise agreed in the contract.

#### 6.5

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

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

#### **General**

#### 7.1

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

#### **Attached hereto:**

- Form SS 12-7: Notification of products prepared for acceptance,
- Form SS 14-7: Minutes on Quality Control of Products,
- Minutes of quantity and quality control.

**SERVICE PROVIDER/SUPPLIER/SELLER****FORM SS 12-7**

REPUBLIC OF SLOVENIA  
**MINISTRY OF DEFENCE**

LOGISTICS DIRECTORATE

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

**NOTIFICATION OF PRODUCTS PREPARED FOR ACCEPTANCE**

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

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

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

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

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

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

Place of quality control: \_\_\_\_\_

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

In \_\_\_\_\_, on \_\_\_\_\_  
**Supplier's/Seller's signature**

**NOTE:**

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

**PLEASE SUBMIT THIS NOTIFICATION TO:**  
**Ministry of Defence of the Republic of Slovenia**  
**E-mail: glavna.pisarna@mors.si**  
**Address: Vojkova cesta 55, 1000 Ljubljana, Slovenia**



REPUBLIC OF SLOVENIA  
MINISTRY OF DEFENCE

LOGISTICS DIRECTORATE

Materiel Management Division  
Materiel Acceptance Section

Vojkova cesta 59, 1000 Ljubljana

Form SS 14-7

T: + 386 1 471 23 05  
F: + 386 1 471 12 65  
E: glavna.pisarna@mors.si  
www.mors.si

Number:  
Date:

**MINUTES OF QUALITY CONTROL OF PRODUCTS**

Acceptance Code:

Supplier/Service provider/Seller:

Address:

Identification	Item	Unit	Quantity	Notes

Contract number:

Contract date:

Contractual date of delivery:

Delivery note/Invoice number:

Quality Assessment:

Compliance verification method – control was carried out using the following method (please circle):  
1. 100% examination; 2. Random inspection; 3. Certification; 4. Sampling; 5. Comparison to a certified sample;

Assessment:

**QUALITY DOES (NOT) COMPLY WITH CONTRACTUAL PROVISIONS**

Place of inspection:

Date of inspection:

**STATEMENT :**

**SUPPLIER/SELLER GUARANTEES THAT THE ENTIRE DELIVERED QUANTITY OF PRODUCTS IS OF THE SAME QUALITY AS CONTROLLED SAMPLES.**

**PROVISION :**

**IF THERE IS A DELAY IN DELIVERY/IMPLEMENTATION/SERVICE, CONTRACTING AUTHORITY SHALL IMPOSE THE AGREED CONTRACTUAL PENALTY.**

**Supplier/Service provider/Seller's authorized representatives:**

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

**Notes:**

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

**SS 14-7**

**Sent to:**

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

**Enclose:**

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

**LETTER OF AUTHORIZATION**

**to participate in public opening of Bids**

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

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

**LEGAL REPRESENTATIVE:** \_\_\_\_\_

(name and surname)

**REPRESENTATIVE AUTHORIZED FOR BID OPENING:**

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

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