

Ref. no.: 273-1/2017-3
Date: 11.07.2017

Tender dossier
for the award of public contract
FAB CE Programme Support Office [PSO]

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik – aerodrom, Slovenia
Object of the public procurement:	FAB CE Programme Support Office [PSO]
Number of public procurement:	273-1/2017
Type of tender procedure:	Open procedure with publication of public procurement in Official Journal of the European Union and on the Slovenian national portal of public procurement - www.enarocanje.si

July, 2017

INVITATION TO TENDER

1. Contract information

Pursuant to Article 47 of the Public Procurement Act (ZJN-3) the contracting authority, FABCE, letalske storitve, d. o. o., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia, invites interested tenderers to submit their tenders according to the requirements of the tender dossier for the public contract FAB CE Programme Support Office (PSO) – hereinafter: public contract.

Type of contract award procedure: open procedure.

This tender is not divided into lots and tenderers must offer the entire quantities called for in the tender dossier.

2. Information on the contracting authority

Company name: FABCE, letalske storitve, d. o. o.
Business address: Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia

3. Subject of the contract

Shareholders of the Contracting Authority are six Air Navigational Service Providers (hereinafter: ANSPs). ANSPs are providing services within Functional Airspace Block Central Europe.

Contracting Authority is joint, non-market orientated and non-profit in-house entity of ANSPs. Contracting Authority shall provide to the ANSPs services of Program Support Office, referred also as PSO Services, as provided in the Framework Agreement, concluded between ANSPs as the customers and Contracting Authority as the provider of services in July 2017.

PSO services, which shall be provided by the Contracting Authority to ANSPs, are:

- i. Support to the organs and structures, functioning within FAB CE area;
- ii. Support to the implementation of the tasks, given by the ANSPs to the Contracting Authority.

Since Contracting Authority does not have its own resources for the services, to be provided for the benefit of the ANSPs, Contracting Authority publish this call for tender with the intention to conclude the public service contract under which external provider will perform services.

Generally, services, to be provided by the Service Providers include:

- (a) Services to be provided by the experts from different domains (altogether 6 domains, as indicated below in the table), including assurance of the Project Leader (PL).
- (b) Services to be provided by the administrator(s) [referred also as Admins].
- (c) Participation on the international and domestic meetings related to the activities in the member - states of the Functional Airspace Block Central Europe (FAB CE) or in any other country, where activities, related to the FAB CE, usually take place (e.g. Brussels; hereinafter referred as missions). Among other, initiative Gate one is considered as activity, related to FAB CE.
- (d) Technical facilities as described in Annex 1.

Table of indicative quantities of man/days, to be provided by the Service Provider on the fields of program management, which constitute public procurement:

Expert type – referred also as “domain”	Estimated number of man-days per year		
	Year #1	Year #2	Year #3
PM expert	443	421	432
OPS expert	274	359	359
TEC expert	175	196	196

SAF expert	104	88	88
HR expert	35	35	35
FIN expert	40	60	60
Admin	654	650	596
TOTAL effort	1071 expert MDs 654 admin MDs	1159 expert MDs 650 admin MDs	1170 expert MDs 596 admin MDs

Experts from domains PM, OPS and TEC are **Type 1 experts.** Total maximal number of man/days, provided by Type 1 experts is **2.855.**

Experts from domains SAF, HR and FIN are **Type 2 experts.** Total maximal number of man/days, provided by Type 2 experts is **545.**

Total number of man/days, provided by Admins is **1.900.**

Under the public service contract altogether **300 missions** at most shall be performed.

Detailed scope of public procurement – number of man-days, to be performed by expert from individual field, administrator and number of missions are provided for indicative purposes only. Number of man-days, to be provided by the Service Provided by individual member of the personnel (PL/Expert/Administrator) might vary and depends on the actual scope of business of the Contracting Authority.

Bidder shall appoint at least 10 experts, which will perform services. In case if bidder appoints more experts, the bidder shall indicate, which experts shall be evaluated, as provided in 35 Award criteria of this tender documentation.

Bidder defines number of Admins, appointed to the public service contract, whereas the bidder shall observe, that:

- i. all appointed Admins shall fulfil requirements from this tender documentation;
- ii. number of appointed Admins shall be sufficient to assure smooth provision of services.

Bidder shall appoint **at least 10 experts,** whereas:

- i. at least 2 (two) experts shall be appointed to each of the following domains: PM, OPS, TEC **[altogether 6 experts];**
- ii. at least 1 (one) expert shall be appointed to the each of the following domains: FIN, SAF and HR **[altogether 3 experts];**
- iii. remaining 1 (one) expert is appointed to any domain **[altogether 1 expert].**
- iv. One expert can be appointed only to **one primary** domain. The same expert can be appointed to other **secondary** domains. When evaluating bid under 35 Award criteria only appointments to the **primary** domain are considered. One appointed expert can be evaluated only once – for domain, indicated as primary domain of such expert.

In any case only 10 appointed individuals are evaluated. In case of appointing more than 10 individuals, bidder shall indicate in form F LIST OF NOMINATED PERSONNEL, which 10 individuals shall be subject of evaluation.

In case of appointing more than 10 experts the bidder shall indicate, which experts shall be evaluated.

The bidder shall observe that:

- Total number of man/days, to be provided by the bidder for all domains and by experts, as well as administrators, shall not exceed 5.300
- Quantities of man-days of services, to be provided by the Service provider, enlisted in the table from the individual fields (domains) and administrative field are indicative only. Actual number of

man-days of services, to be performed on each domain, depends on the needs of the Contracting Authority and is ordered by the Contracting Authority during the implementation of the public procurement;

- The Contracting Authority is not obliged to order any services on a basis of concluded contract;
- Exclusively experts, enlisted in the bid for the implementation of the public procurement, are entitled to provide services on behalf of the Service Provider. All members of the personnel shall fulfil requirements from this tender documentation;
- Number of members of the personnel shall consider also potential absences due to the illness or other serious and unforeseeable events;
- Number of appointed personnel shall ensure, that needs of the Contracting Authorities are fulfilled also in the case of several parallel projects;
- Change of the member of the personnel, nominated as expert (Type 1 and Type 2 of personnel) is feasible only if all following requirements are met
 - such change is required due to the circumstances, which could not be foreseen at the time of the submission of the bid for the public procurement;
 - potential new member of the personnel fulfils all requirements from this tender documentation and
 - the Contracting Authority confirms such change in writing. In case if the Contracting Authority does not confirm such change, change is not feasible and shall be considered as fundamental breach of the contract on implementation of the public procurement.

Contracting Authority shall have the right to demand replacement of any individual member of the personnel in case, if Contracting Authority believes, that such replacement shall be performed due to the serious reasons (e.g. non-adequate performance of the personnel due to the non-competence of the individual member of the personnel). In such case Contracting Authority shall have unilateral right to decide, whether replacement – newly introduced member of the personnel suggested is adequate. In any case such change is feasible only, if confirmed in writing by the Contracting Authority.

Subject of the public procurement is described in details in **Annex 1** to this tender documentation. In relation to the technical facilities in support of the progress of the FAB CE Programme Service Provider shall assure Virtual meeting facility, as provide in Annex 1 to this tender documentation, point II.3.

4. Duration of the public service contract

Services under this contract shall be provided from 1 October 2017 to 30 September 2020. Since services, being subject of the public procurement are permanently needed by the Contracting Authority, date 30 September 2020 shall not be considered as vital element of the contract. Beginning and end date of the validity of the public service contract might be changed in following cases.

4.1. Change of the beginning date

Services will be provided under public service contract within the time of the validity of the public service contract and only if following conditions are fulfilled:

- i. Supervisory Board of the Contracting Authority approves the execution of the public service contract and all other internal approvals regarding Contracting Authority are fulfilled;
- ii. Framework Agreement is effective;
- iii. All other conditions, as defined in the legislation and internal acts of the Contracting Authority and ANSPs are fulfilled.

All conditions shall be fulfilled cumulatively. In case if any all conditions from above are not fulfilled until 1 October 2017, Contracting Authority has the right to postpone the conclusion of the public service contract until fulfilment of all conditions. Selected bidder shall be bound to conclude the contract. In such case Contracting Authority indicates new beginning date. Alternatively, in such case Contracting Authority might reject the conclusion of the contract.

4.2. Change of end date

Concluded public service contract is **terminated prior** end date (i.e. 30th of September 2020) in following cases:

- i. Framework Agreement is terminated due to any reasons whatsoever;
- ii. ANSPs decides to terminate activities within FAB CE area in relation of which services from the public service contract are provided;
- iii. Funds, assured by ANSPs for the implementation of the public service contract are exhausted.
- iv. In total **5.300** man/days of services were provided or funds, assured by the Contracting Authority for this purpose are exhausted.

Contracting Authority has the right **to prolong duration of the public services contract**, provided that:

- i. Less than 5.300 man/days of services were provided and has still available funds for public service contract;
- ii. Total amount of the funds, assured by the ANSPs for the purpose of PSO Program Support Office was not exhausted.

In such case, contracting parties conclude an annex to the public service contract and conducted procedure, if any required.

In such case the bidder – provider of services shall prolong the validity of the performance bond.

5. Information on the tenderers

Tenders must fully comply with the tender dossier and must meet all the criteria for participation in this public procurement procedure.

Any legal or natural person registered for the activity that is the subject of the public contract and meets other criteria under this tender dossier may participate in the procurement procedure as a tenderer. A consortium of legal and natural persons who collectively meet the selection criteria or are registered for the activity that is the subject of the public contract may also participate in the procurement procedure.

Where a tenderer participates in multiple tenders, irrespective of whether it participates independently or as a partner in a joint venture or as a subcontractor, all tenders in which it participates shall be disqualified. Such tenders will be excluded.

Tenderers registered in a foreign country must meet the same criteria as the tenderers registered in the Republic of Slovenia.

6. How to obtain the tender dossier

The tender dossier with all its constituent parts is available for tenderers on the Public Procurement Portal (www.enarocanje.si).

7. Tender submission

Tenderers shall submit their tenders and any modifications to said tenders, as well as withdrawals of their tenders:

- by registered mail to FABCE, letalske storitve, d. o. o., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia,

or

- in person at the contracting authority's address on any working day by the deadline specified for the submission of tenders and in observance of the contracting authority's working hours.

The contract shall be considered timely if it has been submitted or arrived by mail to the above address no later than on **16.08.2017, by 12:00 hours** (Slovenian time/CET).

All tenders submitted or delivered late (irrespective of the date of when they were posted or whether they were delivered late by the courier service) will be excluded from the tender opening procedure and returned to the tenderers unopened.

8. Opening of tenders

The opening of tenders will be public. The tender opening session will take place **on 16.08.2017 at 13:00 hours** (Slovenian time/CET) at the contracting authority's address.

Only the legal representative of the tenderer or its proxy, who is obliged to present written authorisation for representation of the tenderer, may participate as a party in the procedure at the public tender opening session. Authorised representatives who fail to submit to the committee the authorisation for participation at the public tender opening session and other parties present may not offer comments to the procedure.

At the public tender opening session the committee shall read the name and the registered seat of the tenderer and the tender price.

The committee shall keep minutes of the tender opening session.

At the end of the public tender opening session the minutes will be signed by the president and members of the committee and legal representatives or proxies of the tenderers. By signing the minutes the legal representative or proxy of the tenderer confirms that it agrees with the manner in which the tender opening procedure has been conducted. If any of the above-listed parties refuses to do so, this shall be noted in the minutes, together with the grounds for refusal to sign.

If the contracting authority does not submit the minutes of the tender opening session to the tenderer's authorised representatives at the tender opening session, the minutes will be delivered to all tenderers within five days after the tender opening session.

Tenderers' representatives who submit a written authorisation for representation may offer comments at the tender opening session.

9. Additional explanations for tenderers

The contracting authority shall provide additional explanations regarding the tender dossier on or through the Public Procurement Portal by no later than six days prior expiration of the deadline for submission of the bids. This applies only if request for additional explanation is provided timely. Questions regarding explanation of tender dossier shall be submitted until **5 August 2017 at latest.**

All request for additional explanations, submitted after set deadline will be considered as too late and the Contracting Authority is not bound to respond to such request for additional explanation.

Explanations to the tender dossier may be requested exclusively through the Public Procurement Portal.

The contracting authority reserves the right to modify in part or amend the tender dossier and to extend the tender submission deadline if necessary.

The information provided by the contracting authority to tenderers on or via the procurement portal shall be deemed to be an amendment to or modification or clarification of the procurement documents if it implies that such information is to amend or modify these documents or if a clarification is used to eliminate an ambiguity in the information therein.

Contracting authority:
FABCE, letalske storitve, d. o. o.
Matej Eljon, Director, MSc

A. INSTRUCTIONS FOR TENDERERS

10. Legal basis

The public contract is awarded in accordance with the law of the Republic of Slovenia. The applicable legislation is the legislation governing the subject of the public contract.

The procedure shall be conducted in full compliance with applicable legislation. The tenderer is obliged to fulfil and observe, with respect to the subject of the public contract, all the provisions prescribed by the applicable legislation in terms of the subject of the public contract.

11. Joint tender – consortium

A joint tender is a tender in which several tenderers participate collectively and on equal terms.

Tenderers who submit a joint tender must enclose a joint venture agreement comprising at least the following documents:

- a list of all partners in the group – participants in the consortium (title and address of partner, legal representative, registration number, tax number, transaction account number)
- nomination of the person responsible for the execution of the public contract,
- authorisation for the person responsible for the execution of the contract and the person responsible for signing the tender and the contract,
- the scope of supplies delivered by individual tenderers and their responsibilities,
- a statement that all tenderers participating in the joint tender are familiar with the instructions for tenderers, tender conditions and award criteria and fully agree with them,
- a statement that all tenderers are familiar with the terms of payment under the tender dossier,
- provisions in the case of the withdrawal of any of the partners in the joint venture, and
- a statement that they have unlimited, joint and several liability to the contracting authority.

Each partner in the joint venture must comply with the criteria under items 25.1, 25.2 and 25.3 of this tender dossier. Compliance with other criteria set by the contracting authority as to the tenderer's capacity and suitability is determined cumulatively, for all partners together, unless specified otherwise under a relevant criterion.

The contracting authority will effect payments through the lead partner.

If the contract has been awarded to tenderers who have submitted a joint tender, the composition and constitution of the joint venture or consortium may not be altered during the performance of the contract. If any of the partners in the joint venture wishes to withdraw from the performance of the public contract or if any of the partners is subject to proceedings the purpose of which is termination of business activity, the contracting authority shall terminate the contract.

12. Subcontracting

A tenderer may perform the public contract itself or with subcontractors. In the case of performance of the public contract with subcontractors the tenderer must list, in Form I) SUBCONTRACTOR INFORMATION, all subcontractors (contact information and legal representatives) and each portion of the contract to be performed by the relevant subcontractor (subject, quantity, value, place and deadline of execution).

In its tender the tenderer must:

- provide completed ESPD forms for these subcontractors in accordance with Article 79 of ZJN-3; and
- enclose a subcontractor's request for direct payment where the subcontractor so requires.

If direct payment is requested by a subcontractor, direct payment to such a subcontractor shall be deemed mandatory and this obligation shall be binding on the contracting authority and the main contractor. Where a tenderer intends to perform the contract with a subcontractor that requests direct payment, the following shall be required:

- the main contractor shall sign a contract authorising the contracting authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor;
- the subcontractor shall submit a statement of consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the contracting authority instead;
- the main contractor's invoice or statement shall be accompanied by the subcontractor's invoice or interim certificate previously approved by the main contractor.

Where direct payment to a subcontractor is not mandatory, the contracting authority shall require the main contractor to submit, no later than 60 days after the payment of the final invoice or interim certificate, its written statement and a written statement by the subcontractor that the subcontractor has received payment for the works and services rendered or goods supplied under the contract.

During the performance of the public contract for works or services the main contractor must notify the contracting authority of any changes to the information under the first and second paragraph of this item and submit the information on the new subcontractors it intends to involve in the performance of such works or services within five days of the change. When involving new subcontractors, the main contractor must present also the information and documents referred to in the first and second paragraph of this item.

Where a tenderer intends to perform the contract with a subcontractor the criteria in items 25.1, 25.2 and 25.3 of this dossier must be met also by the subcontractor who participates in the performance of the public contract.

The contracting authority may also reject a proposal to replace a subcontractor or involve a new subcontractor where this could affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the contracting authority in the tender dossier. The contracting authority shall inform the main contractor of any such rejections (if any) of the new subcontractor within ten days of receipt of the proposal.

The obligations under this item apply also for the following situations whereby the provisions of this item apply *mutatis mutandis* for:

- public contracts for goods,
- subcontractors of the main contractors' subcontractors or subcontractors further down the chain of subcontractors.

13. Reliance on the capacities of other entities

A tenderer may, with regard to the criteria relating to economic and financial standing and to criteria relating to technical and professional ability, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. With regard to the criteria relating to the education and professional qualifications of the service or works provider or those of the undertaking's managerial staff, and with regard to the criteria relating to the relevant professional experience, the tenderer may rely on the capacities of other entities only where the latter are to perform the works or services for which these capacities are required. Where a tenderer wants to rely on the capacities of other entities it shall prove to the contracting authority that the necessary resources shall be available to it, for example by delivering a commitment by those entities to that effect. If the entities upon whose capacities the tenderer relies do not meet the relevant selection criteria under this tender dossier and if there are grounds for their exclusion, the contracting authority shall require the entity that does not meet the criteria to be replaced.

Where a tenderer relies on the capacities of other entities with regard to the criteria relating to economic and financial standing, the contracting authority shall require that the tenderer and those entities be jointly

liable for the execution of the contract. Under the same conditions, a group of economic operators may rely on the capacities of participants in the group or of other entities.

14. Termination of the procurement procedure, rejection of all tenders and withdrawal from the implementation of public procurement

Participating bidders are not entitled to request any costs, incurred with the participation in the public procurement procedure. This applies especially in case of termination of the procurement procedure, rejection of all tenders and withdrawal from the implementation of the public procurement.

14.1. Termination of the procurement procedure

The contracting authority may terminate the procurement procedure at any time prior to the expiry of the tender opening deadline. The contracting authority shall publish such a decision on the Public Procurement Portal. The tenders already submitted will be returned unopened to the respective tenderers and the contracting authority shall inform them of the termination of the public procurement procedure.

14.2. Rejection of all tenders

After the expiry of the time limit fixed for the opening of tenders, the contracting authority may reject all tenders at any stage of the procedure. Where the contracting authority has rejected all tenders, it shall inform tenderers or candidates of the reasons for such a decision and whether it intends to initiate a new procedure. The contracting authority shall immediately publish such a decision on the Public Procurement Portal.

Until the contract award decision becomes final the contracting authority may, having first determined the grounds for so doing, change its decision on its own initiative and replace it with a new decision to address the identified illegality. The contracting authority may change its contract award decision after having received a request for legal protection only if it has adopted a decision on the request for review before changing this decision. In this case, the new contract award decision shall be consistent with the decision on the request for review. When the contracting authority makes a new contract award decision in accordance with this paragraph, the time limit for exercising the right to legal protection shall run from the date of service of the new decision.

14.3. Withdrawal from the implementation of the public procurement

Once the contract award decision has become final, the contracting authority may withdraw from the contract award process before signing the contract on justified grounds that it no longer needs or does not have the funds available for the subject of the public contract or that it has reasonable cause to suspect that the contents of the contract were or could be the result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond its control have arisen that have rendered the performance of the contract impossible. In the event that the contracting authority withdraws from the contract award process it shall not conclude a contract or framework agreement with the selected tenderer and shall notify the tenderers or candidates of its decision and the grounds for its withdrawal in writing.

The Contracting Authority has the right to withdrawal from the implementation of the public procurement and has the right to reject conclusion of the public service contract provided that:

- Supervisory Board of the Contracting Authority does not approve conclusion of the contract on implementation of public procurement;
- Framework Agreement is not enforceable on the date, when decision on awarding of public procurement becomes final – in such case Contracting Authority may conclude public services contract after Framework Agreement becomes enforceable and selected bidder shall be bound to conclude the contract, as provided in 4.1 Change of the beginning date.

15. Admissible amendments to the tender

Where information or documentation to be submitted by the tenderer is or appears to be incomplete or erroneous, or where specific documents are missing, the contracting authority shall request the tenderer to

submit or amend the missing documents, to correct or clarify the relevant information or documentation within an appropriate time limit, provided that such request is made in full compliance with the principles of equal treatment and transparency. The contracting authority shall request the tenderer to provide an amendment, correction, modification or clarification of its tender only where a specific fact cannot be verified by the contracting authority itself. The submission of a missing document or the supplementation, correction or clarification of information or documentation may relate only to those elements of the tender whose existence before the expiry of the submission deadline can be objectively verified. If a tenderer fails to submit the missing document or supplement, correct or clarify the relevant information or documentation, the contracting authority shall exclude its tender from the contract award procedure.

Except where correcting or clarifying an obvious error, provided that such correction or clarification does not result in the submission of a new tender, the tenderer may not supplement or correct the following:

- their prices per unit net of VAT, value per item net of VAT, the total tender value net of VAT, except when the total value is changed in accordance with article 89 (7) of the Public Procurement Act (ZJN-3), or the tender in terms of criteria,
- the part of the tender relating to technical specifications of the subject matter of the contract;
- those elements of the tender that affect or might affect the classification of the tender in relation to other tenders received by the contracting authority during the procurement procedure.

Irrespective of the preceding paragraph, only the contracting authority may, subject to the tenderer's written consent, correct calculation errors identified during the examination and evaluation of tenders. The quantity and price per unit, net of VAT, may not be changed. Where the contracting authority, during the examination and evaluation of tenders, finds that a calculation error has occurred due to an incorrect mathematical operation that was set in advance by the contracting authority, the contracting authority may, subject to the tenderer's written consent, correct the calculation error by calculating the value of the tender using the correct mathematical operation and taking into account the prices per unit, net of VAT, and quantities proposed by the tenderer. Irrespective of the preceding paragraph, the contracting authority may, subject to the tenderer's written consent, correct an erroneous VAT rate.

16. Contract award notice

The contracting authority shall inform each tenderer of the award decision within five days after tender examination and evaluation.

The contracting authority will inform tenderers of its decision by publishing the signed award decision on the Public Procurement Portal. The decision shall be deemed to have been served on the day of its publication on the Public Procurement Portal.

Once the contract award decision has become final, the contracting authority may withdraw from the contract award process before signing the contract on justified grounds that it no longer needs or does not have the funds available for the subject of the public contract or that it has reasonable cause to suspect that the contents of the contract were or could be the result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond its control have arisen that have rendered the performance of the contract impossible or in any other case, provide in this tender documentation. In the event that the contracting authority withdraws from the contract award process it shall not conclude a contract or framework agreement with the selected tenderer and shall notify the tenderers or candidates of its decision and the grounds for its withdrawal in writing.

17. Conclusion of the public contract

The selected tenderer will be invited to sign the contract. If the tenderer fails to sign the contract within 15 days after the invitation it will be considered to have withdrawn its tender. In this case the contracting authority will forfeit the tender bond and claim reimbursement from such tenderer for all damages incurred.

The contractor is obliged to submit a performance bond within 10 days after signing the contract.

In the course of the public procurement procedure or during the performance of the public contract the selected tenderer is obliged to submit, at the contracting authority's request, information on:

- its founders, company members including silent partners, shareholders, limited partners or other owners, as well as information on their respective participating interests;
- economic operators considered to be affiliated with the tenderer according to the provisions of the act governing companies.

The contracting authority will enter into the contract with the selected tenderer if:

- the contracting authority's supervisory board approves the conclusion of the contract;
- other criteria for the conclusion of the contract, as provided in call for tender have been met;
- Framework agreement, concluded between ANSPs and Contracting Authority is in force.

18. Confidentiality and protection of trade secrets

Information reasonably designated by the tenderer as confidential shall be used only for the purpose of the public contract and shall not be made available to anybody other than the persons authorised by the contracting authority to execute the subject public contract. The tenderer may designate as confidential the documents that contain personal data, but are not available in any public register or otherwise accessible to the public, and other business information in accordance with Articles 39 and 40 of the Companies Act (ZGD-1).

In accordance with the Public Procurement Act the following shall be considered public information:

- specifications of tendered goods, services or works and the quantities indicated therein,
- the price per unit,
- the value of individual items,
- the total tender value,
- all data affecting tender classification under other criteria.

The contracting authority will treat as confidential those documents in the tender marked with "CONFIDENTIAL", "TRADE SECRET" or similar designation and submitted in a separate envelope. It must be clearly indicated whether confidentiality applies to the document as a whole or only to part of the document or to a single item of information therein. Where confidential information is not indicated in said manner the contracting authority shall not be liable for any undue disclosure of such information.

19. Legal remedies

Legal remedies are subject to the Legal Protection in the Public Procurement Procedure Act ("ZPVPJN"). A request for review may be filed by any party that has or had an interest in being awarded a public contract and who suffered or could suffer damage due to the alleged breach.

A request for review may be filed at any stage of the contract award procedure and against any action of the contracting authority unless otherwise prescribed by ZJN-3 and ZPVPJN.

The request for review concerning the content of the notice or the tender dossier must be filed within eight (8) working days of:

- the day of publication of the contract notice or
- the notice on additional information, information on incomplete procedure or corrigendum if such notice modifies or amends the requirements or criteria for the selection of the most advantageous tenderer under the tender dossier or the prior contract notice or
- the receipt of the invitation to tender.

The time limit for filing a request for review against the contract award decision is eight (8) working days after the date of publication of the contract award decision on the Public Procurement Portal. The contract award decision shall be deemed to have been served on the date of its publication on the Public Procurement Portal (Article 90 of ZJN-3).

A request for legal remedy may be filed by a person with the capacity to initiate proceedings as defined by Article 14 of ZPVPJN.

The request for review must comprise:

- the name and surname of the applicant (hereinafter: the applicant) and the contact person
- name of the contracting authority
- contract reference number
- subject of the public contract
- alleged breaches
- facts and evidence substantiating the breach
- authorisation for representation in the pre-review and review procedure, if the applicant participates through a proxy
- an indication of whether the relevant public procurement procedure is co-funded from European funds and the name of the respective fund.

With the request for review the applicant shall submit a confirmation of payment of the court fee in the amount of EUR 3,500, if the request for review concerns the content of the notice, invitation to tender or the tender dossier. If the request for review concerns the contract award decision the applicant must submit also confirmation of payment of the court fee in the amount of two percent of the value of the selected tender including VAT.

The fee must be paid to the sub-account at the Bank of Slovenia for the purpose of the payment of fees for pre-review and review procedure, number 01100-1000358802 - implementation of the budget of the Republic of Slovenia. The applicant must provide the following data in the reference number fields: 11 16110-7111290-XXXXXXLL (X is the number of the public contract notice, L is the year. When the number of the public contract notice is less than six characters write "0" in place of the first missing characters).

The request for review can be filed in writing directly with the contracting authority, by registered mail, or by registered mail with return receipt. The applicant must forward a copy of the request for review also to the ministry competent for public procurement.

20. Anti-corruption clause

During the contract award procedure the contracting authority and the tenderer may not initiate or engage in any activities that would lead to an advance decision regarding the selection of a specific tender. During the time from the award of contract until its entry into force the contracting authority and the tenderer may not initiate any activities that might prevent the contract from entering into force or being fulfilled. In case of termination of the procedure neither party may initiate nor proceed with procedures that would slow the cancellation or change of the decision on the awarded tenderer or influence the impartiality of the audit committee.

Mandatory contents of the tender, criteria, and evidence to be submitted by tenderers to verify fulfilment of the selection criteria

The tenderer must comply with all the criteria listed in the documents associated with the awarding of the contract. The type of evidence required for the tenderer to prove compliance with the requested criteria is indicated after each requirement.

The contracting authority shall accept ESPD – European Single Procurement Document – as preliminary evidence replacing the certificates issued by public authorities or third parties. Where the tenderer relies on capacities of other entities, the ESPD shall contain the required information also in respect of such entities.

The tenderer prepares the ESPD form by importing the xml file, which is a constituent part of the tender dossier, from <https://ec.europa.eu/tools/espd/filter?lang=en>, completes it and signs the printed copy, which it encloses to the tender.

Where the country in which the tenderer is established does not issue the supporting documents required in items 25.1, 25.2 and 25.3 or where these do not cover all of the cases regarding the contract award under these items, the tenderer may provide an affidavit. Where the country in which the tenderer is established does not provide for such affidavits to be prepared, an affidavit may be replaced with a statement made by a relevant person before a competent judicial or administrative authority, notary, or a competent professional or trade organisation in the parent state of this person or in the country where the tenderer is established.

The contracting authority may ask the tenderers at any time during the procedure to submit all or part of the evidence related to the statements in the ESPD if it doubts the veracity of the statements provided therein.

Unless specified otherwise for specific evidence the tenderer may also submit photocopies (if the contracting authority subsequently requests the original document or evidence the tenderer shall be obliged to submit it within the deadline specified by the contracting authority, otherwise its tender will be excluded from the contract award procedure). The evidence must reflect the actual legal capacity and status of the tenderer.

The contracting authority lays down the following mandatory criteria to be met by the tenderer in order to participate in the contract award procedure and which the tenderer must prove by submitting the requested documents and completed forms.

21. Tender

The tenderer must prepare form BID [form in accordance with the terms and conditions of the call for tenders and this tender dossier].

22. Tenderer information

Completed form B TENDERER INFORMATION.

23. Elements of the tender in the case of joint venture

Tenderers who submit a joint tender must enclose a Joint Venture Agreement with the elements listed in item 11 JOINT TENDER – CONSORTIUM.

In the case of a **joint tender** the tender must comprise, in addition to the joint venture agreement and other documents that constitute the mandatory content of the tender, also the following documents to be submitted for each contractor in the joint venture:

- Form B TENDERER INFORMATION, including the information on the scope of work and percentage participation of each tenderer. The total percentage participation of all partners in the joint venture must be 100%.

- evidence of compliance with the criteria in items 25.1, 25.2 and 25.3 of this tender dossier, if compliance is not evident from the ESPD form.

All other forms from the tender dossier shall be signed by the main tenderer also on behalf and by authority of other tenderers in the joint tender. It shall be assumed that other tenderers in the joint tender meet the conditions from the statements signed on their behalf by the main tenderer.

24. Subcontractor participation

Tenderers must submit a completed form C SUBCONTRACTOR PARTICIPATION in which they indicate whether they participate with subcontractors or not. If subcontracting, the information on subcontractors must be provided.

Where a tenderer is relying on the capacity of subcontractors it must submit with the tender, in addition to other mandatory documents, for each subcontractor:

- evidence of compliance with the criteria from item 25.1 of this tender dossier if compliance is not evident from the ESPD form;
- subcontractor information form I SUBCONTRACTOR INFORMATION;
- a subcontractor's demand for direct payment where the subcontractor so requires form J SUBCONTRACTOR STATEMENT – direct payments
- subcontractor's statement of consent on the basis of which the main tenderer's obligations to the subcontractor shall be settled by the contracting authority, if a subcontractor demands direct payment (form SUBCONTRACTOR STATEMENT – direct payments)

25. Selection criteria

25.1. Exclusion grounds

Criteria from Criterion 1 to Criterion 11 shall be considered as **selection criteria**.

Criterion 1. The contracting authority shall exclude an economic operator from the public procurement procedure where it has established or become aware of, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3, that the tenderer or a person who is a member of this economic operator's administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by a final judgment containing elements of criminal offences defined in the Criminal Code and listed in Article 75 (1) of ZJN-3.

EVIDENCE:

ESPD form and consent for verification submitted by all entities referred to in the statement in form G CONSENT FOR CRIMINAL RECORD CHECK, confirmation by the Ministry of Justice or an extract from the relevant registry or record.

This criterion must be met by each tenderer and subcontractor.

Criterion 2. The contracting authority shall exclude an economic operator from the public procurement procedure where it has established, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3, that the tenderer has not complied with its obligations relating to the payment of compulsory charges or other pecuniary non-tax liabilities under the act governing financial administration, collected by the tax authority in accordance with the regulations of the country in which it is established or with the regulations of the country of the contracting authority, where such unpaid overdue liabilities as at the day of submission of the tender or request total EUR 50 or more. A tenderer shall be considered not in compliance with its obligations under the preceding sentence also if, by the date of the submission of the tender or request, it has not submitted all the withholding tax returns for

income from the employment relationship for the period of five years preceding the date of the submission of the tender or request.

EVIDENCE:

ESPD, Confirmation by the Financial Administration of the Republic of Slovenia or a confirmation issued by the competent authority in the Republic of Slovenia, another member state or a third country.

This criterion must be met by each tenderer and subcontractor.

Criterion 3. The contracting authority shall exclude an economic operator from the public procurement procedure if it is, as at the day of the expiry of the tender submission deadline, excluded from the contract award procedures due to its inclusion in the register of economic operators with negative references.

EVIDENCE

ESPD, extract from the register of economic operators with negative references.

This criterion must be met by each tenderer and subcontractor.

Criterion 4. The contracting authority shall exclude the tenderer from the public procurement procedure if in the three years preceding the expiry of the tender submission deadline, the tenderer was fined twice, by way of a final decision of the competent authority of the Republic of Slovenia or another member state or a third country, for a minor offence relating to remuneration for work.

EVIDENCE: ESPD, extract from the record of final decisions on minor offences kept by the competent authority in the Republic of Slovenia, another member state or a third country.

This criterion must be met by each tenderer and subcontractor.

Criterion 5. The contracting authority shall exclude an economic operator from participation in a procurement procedure:

- i. where the economic operator is subject to insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding up, or liquidation proceedings under the act governing companies, where its assets or operations are being administered by a liquidator or by a court, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- ii. where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct that renders its integrity questionable;
- iii. where a conflict of interest referred to in paragraph 3 of Article 91 of ZJN-3 cannot be effectively remedied by other, less intrusive measures;
- iv. where a distortion of competition resulting from the prior involvement of the economic operators in the preparation of the procurement procedure in accordance with Article 65 of ZJN-3 cannot be effectively remedied by other, less intrusive measures;
- v. where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract or a prior concession contract with a contracting authority which led to early termination of that contract by the contracting authority, damages or other comparable sanctions;
- where the economic operator has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such

information, or is unable to submit the supporting documents required pursuant to Article 79 of ZJN-3.

- where the economic operator has undertaken to unduly influence the decision-making process of the contracting authority or to obtain confidential information that may confer upon it undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

EVIDENCE: ESPD, confirmation by the competent authority in the Republic of Slovenia, another member state or a third country.

This criterion must be met by each tenderer and subcontractor.

25.2.Suitability to pursue professional activity

Criterion 6. An economic operator must be enrolled in one of the professional or trade registers kept in the member state of its establishment. Where a particular authorisation or membership of a particular organisation is required in order to be able to perform the service in question in the country of establishment of an economic operator, it must indicate which authorisation or membership is required and submit evidence of such.

EVIDENCE: ESPD, Confirmation of membership or authorisation.

This criterion must be met by each tenderer and subcontractor.

25.3.Economic and financial standing

Criterion 7. Net turnover and creditworthiness

Net turnover of the bidder, achieved on the type of services, being subject matter of this public procurement project management / consultancy activities in the last business year, which was concluded in the last closed business year was at least EUR 1,200,000.00. Services of project management / consultancy activities are considered as type of services of this public procurement procedure.

Bidder has creditworthiness of at least EUR 750,000.00.

EVIDENCE:

ESPD and undersigned statement on fulfilled form D STATEMENT OF THE BIDDER – ECONOMICAL AND FINANCIAL CONDITIONS with required supporting documents.

For the net turnover balance sheets, as are required according to the legislation on accounting for the respective bidder with explanation of share of income, related to the type of services, as are subject of this public procurement.

For creditworthiness statement of the bank of the bidder, indicating credit worthiness in the minimal required amount.

In the case of a joint tender this criterion must be satisfied collectively; annual turnovers for each partner shall be added together to fulfil at their total capacity.

Tenderers whose domestic currency is other than euro (EUR) shall convert the information into EUR at the average annual exchange rate for the relevant currency as published by the Bank of Slovenia as at the last day of the respective year.

Criterion 8. None of the bank accounts of the bidder was blocked within 180 days prior date of the original publication of the call for tender due to the lack of funds.

EVIDENCE: ESPD, signed statement on form D STATEMENT OF THE BIDDER – ECONOMICAL AND FINANCIAL CONDITIONS.

This criterion must be met by all tenderer and all subcontractor(s).

Criterion 9. The tenderer has paid all outstanding obligations to subcontractors in all previous public procurement procedures.

EVIDENCE:

ESPD, signed statement on form D STATEMENT OF THE BIDDER – ECONOMICAL AND FINANCIAL CONDITIONS.

This criterion must be met by each tenderer.

25.4. Technical and professional ability

Criterion 10. This criterion provides requirements, that shall be fulfilled by the bidder (company), submitting the bid and does not define references of the individuals.

- i. The bidder successfully concluded at least 1 (one) project of management service in the previous 3 years (36 months) prior submission of the bid for the implementation of the public procurement **on the ATM field** with the minimal contractual value of EUR 800,000.00 (VAT and all taxes, if applicable, included).
- ii. The bidder successfully concluded at least 1 (one) project management service in the previous 3 years (36 months) prior submission of the bid for the implementation of the public procurement on the **“Single European Sky” field** with the minimal contractual value of EUR 800,000.00 (VAT and all taxes, if applicable, included).
- iii. The bidder successfully concluded at least 1 (one) project management service in the previous 3 years (36 months) prior submission of the bid for the implementation of the public procurement related to the **international ATM cooperation** with the minimal contractual value of EUR 800,000.00 (VAT and all taxes, if applicable, included).
- iv. The bidder successfully concluded project management **support service(s)** in the previous 5 years (60 months) prior to the submission of the bid **to any of European FAB initiatives** in **at least** two of the following areas:
 - Performance planning / monitoring / evaluation;
 - Safety management;
 - Quality management;
 - Strategic/programme management;
 - Project planning and control.

The bidder can submit only one reference in case, if the reference fulfils all requirements from point i. to point iv. above. In case if one reference does not fulfil all requirements from point i. to point iv. above, bidders are allowed to present more than one reference.

The Bidder shall present detailed description of references. Such description shall include following elements:

- Customer of the respective project with full contact information and contact person with the mandate to provide further explanations in relation to the submitted reference;
- Exact title of the project, being subject of the reference;
- Duration in which services, being subject of reference, were provided [date of initiation of the project; date of conclusion of the project]
- Detailed description of the services – especially description, which enables clear and undisputable conclusion, which points from i. to iv. are fulfilled with respective reference.

The authorized person of the costumer, for which the bidder provided services, shall confirm submitted references.

Contracting Authority shall have the right and the bidder shall provide all necessary support, if required by the Contracting Authority in order to prove submitted references.

EVIDENCE: ESPD, completed form E LIST OF REFERENCES OF THE BIDDER

Criterion 11. Personnel of the bidder

Bidder shall appoint at least 10 individuals - experts. Six individuals shall be appointed as Type 1 of personnel [2 / domain] and three individuals shall be appointed as Type 2 of personnel [1 / domain.] Appointment of the remaining individual is up to the bidder. The bidder shall observe requirements from point 3 Subject of the contract of this tender documentation.

Appointed personnel shall be well skilled and experienced. Only persons, acting as experts, shall be appointed. Appointment of personnel, acting as administrators is not required.

- i. Among all appointed experts bidder shall appoint **1 (one) Project Leader**, which is main contact point during the implementation of the public service contract. Project Leader shall fulfil following conditions:
 - University or academic degree,
 - English language proficiency,
 - Computer literacy,
 - PMP or similar project management certificate or
 - minimum of 5 year experience in project management in ANS industry environment in the related domain.
- ii. Experts of **Type 1, covering PM domain** shall fulfil following conditions:
 - University or academic degree,
 - English language proficiency,
 - Computer literacy,
 - Min 5 years of professional experience in Program Management,
 - Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, ICAO etc).
- iii. Experts, appointed **as Type 1, covering OPS and TEC domain**, shall fulfil following conditions:
 - University or academic degree/or ATCO licence in OPS area of responsibility,
 - English language proficiency,
 - Computer literacy,
 - Min 5 years of professional experience in ANS industry projects,
 - Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, ICAO etc),

- Experience in working in the multinational ANS industry environment in SES or FAB related projects,
 - Overall understanding of ATM technical developments especially SESAR.
- iv. Experts, appointed as **Type 2, covering SAF, HR and FIN domain**, shall fulfil following conditions:
- University or academic degree related to the domain,
 - English language proficiency,
 - Computer literacy,
 - Demonstrated experience in respective domain of knowledge (eg procurement etc.),
 - Overall understanding of business processes.
- v. **PSO Administrators (Type 3 personnel)** shall fulfil following conditions:
- Secondary school,
 - English language proficiency,
 - Computer literacy,
 - Project document configuration experience.

EVIDENCE: ESPD, completed and signed form F LIST OF NOMINATED PERSONNEL with required supporting documents.

The criterion may be satisfied collectively by tenderers and subcontractors. Tenderers may refer to the capacities of the subcontractors who will perform the works for which they have provided reference in the framework of this contract.

26. Financial collateral

26.1. Required financial collaterals

Contracting Authority requests to type of collaterals:

- vi. Bid bond – to be submitted together with the bid;
- vii. Performance bond – to be submitted by the successful bidder.

The tenderer shall submit a bank guarantee as financial collateral. Provided bonds shall be unconditional and payable on first demand, and shall not differ in content from the sample bonds in the tender dossier. The currency must be the same as that stated in the contract. Alternatively, bidder can provide insurance, covering the same risk, issued by the insurance company.

Criterion 12. Bidder shall submit bid bond in the value of 5 % of the calculative value of the bid, as indicated in the BID. Net calculative value is relevant. Validity of the provided bid bond shall be 15 days longer as the validity of the bid.

The contracting authority shall liquidate submitted bid bond if the tenderer:

- withdraws (or partly withdraws) its tender after the deadline for submission of the bids;
- refuses to enter into the contract in whole or in part; or
- fails to submit, after signing the contract, a performance bond in compliance with the provisions of the tender dossier.

Tender bonds that have not been liquidated will be returned to the tenderers after the conclusion of the contract award process. Bid bond shall not be substantially different from the sample, being part of this tender documentation.

Criterion 13. Within 10 days from the conclusion of the public service contract, the bidder shall submit to the Contracting Authority performance bond. Value of the performance bond shall be 10 % of the calculative value of the bid. Submitted performance bond shall not be materially different as the sample from this tender documentation.

EVIDENCE: initialled sample of the performance bond.

27. Admissible tenders

Tenders submitted by tenderers who are not subject to exclusion grounds and meet the selection criteria and whose tenders conform to the needs and requirements of the contracting authority as specified in technical specifications and the tender dossier, which arrived in a timely manner and for which there is no evidence of collusion or corruption, which have not been found abnormally low by the contracting authority and their price does not exceed the contracting authority's budget, are admissible tenders.

28. Exclusion of tenders

The contracting authority shall exclude:

- late tenders;
- inadmissible tenders;
- tenders that do not conform to all technical specifications.

The contracting authority may at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is, either before or during the procedure, in one of the situations referred to in item **25** Selection criteria.

The contracting authority shall at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to in Article 75 (6) of ZJN-3.

A tenderer who is in one of the situations referred to in item 25 – from and including the situation under the criteria from including Criterion 1 until including Criterion 5 of this tender dossier, may provide to the contracting authority evidence to the effect that the measures it has taken are sufficient to demonstrate its reliability despite the existence of relevant grounds for exclusion. For this purpose, the economic operator shall prove that it has paid or undertaken to pay compensation for all damage caused by the criminal offence or misconduct, actively collaborated with the investigating authorities and taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct. This shall not apply to a tenderer that has been excluded from participating in procurement or concession award procedures based on a final judgment or decision on a minor offence effective in Slovenia.

29. Language, form and copies of the tender

29.1. Language

The contract award procedure shall be conducted in the Slovenian language.

The contracting authority prepared the tender dossier in Slovenian and English. In view of the subject of the contract communication in the course of its performance shall be in English. The subject of the public contract is directly related to air traffic management and control with the purpose of cooperation between air traffic management and control service providers. The default language of communication in this field is English. For this reason the language required for the documentation pertaining to the subject of the public contract is English and certain documents therein are therefore prepared exclusively in the English language.

Tenders may be submitted in English or Slovenian. If a tenderer submits a tender for the performance of the public contract in Slovenian language it must also submit an English translation of its tender. Both versions must be submitted simultaneously. In the case of a discrepancy between

the English and Slovenian version the English version shall prevail if the discrepancy refers to the part of the tender dossier that is prepared only in the English language. Where the contracting authority requires any part of the submitted tender to be translated into the Slovenian language the tenderer shall bear all the costs of such translation.

Request for translation into the Slovenian language

Where a tender is prepared in English the contracting authority reserves the right to request the tenderer to provide the tender or a part thereof into the Slovenian language. The tenderer is responsible for providing the translation and the contracting authority has the right to decide whether the translation must be made by a certified Slovenian court interpreter. Where a translation is required the contracting authority shall specify a deadline by which the tenderer is obliged to provide the translation. Where a translation is required, the official Slovenian translation shall prevail in the assessment of the tender. If the tenderer fails to submit the translation within the period specified by the contracting authority, such tender shall be excluded from the procurement procedure. The translation costs shall be borne by the tenderer and will not be reimbursed.

Requests for translation into the Slovenian language shall not apply to technical specifications enclosed to the tender. These documents must be prepared in English.

29.2. Tender format

The tender must be submitted on the forms from the appendices in the tender dossier or on forms produced by the tenderer that are identical in content and form, signed by the person or persons who have the power of representation – at least to the extent that satisfies the purpose of the tender – and initialled where so required. It is desirable that the tender documents are submitted in the order of presentation consistent with the order listed in the tender dossier.

The tenderer must complete all fields in all forms constituting the tender either in ink or ballpoint pen, with clearly legible letters, or type in the information, as well as date, sign and stamp the documents. Documents prepared in such manner must be the originals.

The tendered works must fully comply with the requirements in the tender dossier. If the tenderer fails to offer all required works/goods/services or if these are inadequate the tenderer shall be excluded from further assessment.

Indications in documents must reflect the actual situation and facts at the time of tender submission and must be verifiable. Copies of the required documents shall be equally valid as the originals if the latter is not expressly required.

It is desirable that:

- all pages in the tender are numbered and that tenderers indicate in the cover letter the total number of pages of the tender;
- the pages in the tender are presented in consecutive order;
- the tender documents are tied together with a string and sealed or otherwise secured so that individual pages or appendices cannot be subsequently inserted, removed or replaced without visibly damaging the pages or the seal;
- all required supporting documents are separated with separator sheets;
- the sleeves are such as to allow for full examination of the documents even when a document consists of several pages (the documents can be leafed through);
- the documents in the tender are assembled in the order indicated in the table in the chapter 'Mandatory Contents of the Tender' and criteria and evidence to be submitted by tenderers to verify compliance with the selection criteria.

The tenderer shall submit the tender in an envelope or package that has been sealed or closed in a manner that demonstrates at the time of opening that it is closed in the same way as when it was submitted. On the envelope or package the tenderer shall fix a completed form ENVELOPE.

The tenderer shall bear all the costs associated with the preparation and submission of the tender.

29.3. Tender copies

The tenderer shall submit a hard copy of the tender on the forms from this tender dossier. The tenderer shall also submit a scanned copy of the tender in PDF format on an electronic medium such as a USB flash drive.

In case of a discrepancy between the paper version and the electronic version, the original of the paper version shall prevail.

30. Tender validity

Tenders must remain valid for at least 150 days after the tender submission deadline. Tenders with a shorter validity period will be excluded.

In extraordinary circumstances the contracting authority may request the tenderers to extend the tender validity period for a specific additional period. The contracting authority's request for extended validity and tenderers' answers must be submitted in writing or via telefax. Tenderers may reject the request. The tenderer who agrees with the request will not be required or allowed to modify the tender in any way other than by extending the validity of the tender.

31. Price

The quoted price must be expressed in euros (EUR) and shall include all costs, taxes and any discounts so that the contracting authority is not subject to any additional costs associated with the subject of the public contract. Where a tenderer offers a discount, the discount must be included in the tender price. The prices quoted by the tenderer shall remain fixed and unchangeable for at least the full duration of the contract.

32. Abnormally low tenders

Where, for a given contract and in relation to the contract requirements, tenders appear to be abnormally low compared to market prices or a doubt arises as to whether the performance of the contract is possible, the contracting authority shall investigate whether the tenders are indeed abnormally low and require the tenderers to explain the price or costs proposed therein.

The contracting authority shall verify whether a tender is abnormally low also when the tender value is more than 50% lower than the average value of timely tenders and more than 20% lower than the second most successful tender, but only if at least four tenders have been submitted by the required deadline.

Where, in a procurement procedure, the contracting authority verifies the admissibility of all tenders it shall, in accordance with the preceding sentence, also verify whether a tender is abnormally low compared to the admissible tenders.

Pursuant to Article 86 of ZJN-3, before rejecting an abnormally low tender, the contracting authority shall require the tenderer in writing to provide details of and justification for the elements of the tender which it considers relevant for the execution of the contract or which have an impact on the ranking of the tenders received.

The contracting authority shall assess the explanation by consulting the tenderer. It shall only reject the tender where the evidence supplied does not satisfactorily account for the low price or costs proposed, taking into account the elements referred to in the preceding paragraph.

The contracting authority shall reject a tender where it has established that it is abnormally low because it does not comply with applicable obligations referred to in Article 3(2) of ZJN-3.

33. Payment conditions

Service Provider shall issue invoices for provided services on a quarterly basis – services provided within 3 months. After confirmation of services, as provided in the public service contract, the Service Provider issues invoice for the respective three months.

Deadline for payment is 30 days from the date of the issuing of the invoice.

34. Variant tenders

Variant tenders are not permitted.

35. Award criteria

Public procurement will be awarded to the bidder, which submits Most Economically Advantageous Tender (MEAT).

Bid can receive 100 points at most.

Subject of evaluation are:

- i. Price – 60 % of all possible points – maximal 60 points
- ii. Evaluation of the personnel – 40 % of all possible points – maximal 40 points

Number of points is calculated according to the following equation:

35.1. Evaluation of price – Award criteria #1

The bidder shall present “calculative value of the bid” on FORM A BID. This value is calculated observing indicative quantities of man-days / missions, **which shall not be modified by the bidder.**

Bidders submit total price, observing offered price for m/d and 1 mission (defined by the bidders) and observing estimated number of m/d and missions.

Number of points, to be awarded on a basis of criteria “price” is calculated according to the following equation:

$$= 0,6 \times \frac{P [\text{min.}]}{P [\text{evaluated}]}$$

35.2. Evaluation of bidder’s personnel – Award criteria #2

According to this award criteria bid of the bidder can get 40 points at most.

Bidder shall nominate 10 individuals - experts, which will perform services, being subject of the public procurement. Each nominated individual shall have one reference, which is subject of evaluation, observing requirements from point “3 Subject of the contract” of this Call for Tender.

Reference of each nominated expert is evaluated according to the following sub-criteria:

- i. Environment, in which reference was acquired;
- ii. Age of the reference.

One reference of the nominated individual can receive 4 points at most. One reference of one individual is being evaluated only once according to both sub-criteria, presented above.

Number of points, to be awarded to the individual reference of one nominated individual is calculated according to the following equation:

$$= 4 \times F1R \times F2R$$

Applicable F1R and F2R are presented below.

Sub-criteria “environment”:

Following factors shall apply:

Factor – F1R	Requirements for application of the factor
1,0	Reference, being subject of evaluation, was acquired for the services, provided within complex FAB environment (FAB consisting of at least 5 countries).
0,75	Reference, being subject of evaluation, was acquired for the services, provided within any European FAB initiative.
0,5	Reference, being subject of evaluation, was acquired with providing services from the relevant domain / field of services within non-FAB ATM environment.

Sub-criteria “age”:

F2R shall be factor regarding the age of the reference

Factor – F2R	Requirements for application of the factor
1,0	Services performed within last two years [within period from August 2015 to July 2017].
0,75	Services performed more than two years ago – i.e. within period from August 2014 to July 2015.
0,5	Services performed more than three years ago and less than five years ago i.e. within period from August 2012 to July 2014].

In case if reference, being subject of evaluation, does not fulfil conditions, set above (i.e. reference is from the project management, but not from the ATM environment, such reference receives 0 (zero) points.

Nominated personnel shall be enlisted on form F LIST OF NOMINATED PERSONNEL.

35.3.Total number of points under Award criteria

Bid receives sum of points, awarded under criteria from 35.1 and 35.2 (applying both sub-criteria for all presented references of the individuals.

FORMS

A. BID

In connection with the public contract PSO II published on the Public Procurement Portal under notice number JN _____/____

Number: _____

Date: _____

I. Tenderer or joint venture partners (indicate the title and address):

Tenderer / the leader in the case of joint tender	
Partner in the case of joint tender	
Partner in the case of joint tender	

Hereby declare that we are submitting the tender (indicate):

- independently
- as a joint venture

II. Calculative value of the bid

Type of personnel	Offered price / unit ¹ (VAT and other taxes, if applicable, included)	Estimated quantity of man-days to be provided [note: this column shall not be altered by the bidders!]	Total price [offered price per man-day / mission, multiplied by provided quantities]
Type 1 [covering PM, OPS and TEC domains]		2.855	
Type 2 [covering SAF, HR and FIN domains]		545	
Type 3 [Administrators]		1900	
Missions		300	
		Calculative value of the bid ² - summary of values above	

Conditions, applicable for bid

- The tender shall be valid until _____ (at least 150 days from the tender submission deadline).
- The quoted prices include all costs, taxes and any discounts so that the contracting authority is not subject to any additional costs associated with the subject of the public contract. The discount is included in the final tender value. The quoted prices are fixed and unchangeable for the entire duration of the contract. We are aware that the contracting authority shall not accept any price increases.

¹ In case of experts unit is 1 man-day and in case of mission unit is 1 mission.

² Calculative value of the bid is calculated with respecting of estimated quantities and offered price for 1 (one) man-day of respective expert / administrator and number of missions.

- We agree that the contracting authority is not obliged to accept any of the received tenders and that in the event of the contracting authority's withdrawal from the execution of the investment the tenderer shall not be reimbursed for any of the costs associated with the tender.
- We have prepared the tender in accordance with the regulations on occupational safety, employment and working conditions in force in the Republic of Slovenia. We shall perform our contractual obligations in accordance with the contracting authority's instructions and in line with the regulations on occupational safety, employment and working conditions in force in the Republic of Slovenia.
- We acknowledge and fully accept that any false or misleading information or evidence in this tender may cause us to be excluded from the contract award procedure.

Place and date:

Tenderer:

Stamp and signature:

B. TENDERER INFORMATION

TENDERER'S ADDRESS:

CONTACT PERSON:

CONTACT PERSON'S ELECTRONIC
ADDRESS:

TELEPHONE:

TELEFAX*:

TENDERER'S TAX NUMBER:

COMPETENT FINANCIAL ADMINISTRATION
OFFICE:

TENDERER'S REGISTRATION NUMBER:

NO. OF THE TRANSACTION ACCOUNT:

PERSON AUTHORISED TO SIGN THE
TENDERS AND THE CONTRACT:

SCOPE OF WORK AND PARTICIPATION
PERCENTAGE IN THE JOINT VENTURE

(to be completed only in the case of joint tender)

In the case of joint tender to be completed by each partner in the joint venture.

Place and date:

Tenderer:

Stamp and signature:

C. SUBCONTRACTOR PARTICIPATION

In connection with the public contract PSO II published on the Public Procurement Portal under notice number JN _____/____

we hereby declare (circle and complete if necessary):

a) that we do not participate with subcontractors

b) that we participate with subcontractors whose information is provided below:

SUBCONTRACTOR:	
name:	_____
address:	_____
registration number	_____ tax number _____
transaction account number	_____
TYPE OF WORK (subject, quantity): _____	

value of work in %:	_____
place of execution:	_____
execution deadline:	_____

Note:

This form must be copied if the tenderer participates with more than two subcontractors.

Place and date:

Tenderer:

Stamp and signature:

D. STATEMENT OF THE BIDDER – ECONOMICAL AND FINANCIAL CONDITIONS

We state that:

- Our net turnover, achieved on the type of services, being subject matter of this public procurement project management / consultancy activities in the last business year, which was concluded in the last closed business year was at least EUR 1,200,000.00. Balance sheets are enclosed.
- Our creditworthiness is at least 750,000.00, as confirmed by enclosed bank's certificate.
- Our bank account was not blocked within 180 days prior expiration of the deadline for submission of the bids due to the lack of funds.
- We do not have any outstanding obligations to subcontractors from previous public procurement procedures.

Place and date:

Tenderer:

Stamp and signature:

E. LIST OF REFERENCES OF THE BIDDER

We present following information on relevant references as the proof for fulfilling Selection Criteria (Criterion 10):

Customer	Contact information of the customer	Title of the project	Duration of provision of services	Detailed description of services

Statement: The tenderer's performance was fully in line with the contractual terms.

Place and date:

Tenderer:

Stamp and signature:

Instructions:

1. Number of provided references depends on the subject of the references, as provided in Call for Tender.
2. Presented references shall be supported with the relevant documentation.
3. Customer's confirmation(s) of enlisted reference(s) shall be enclosed.

F. LIST OF NOMINATED PERSONNEL

We appoint following individuals to the public service contract “FAB CE Programme Support Office [PSO].”

#	Name and surname	Type of personnel	Primary domain [relevant domain shall be indicated, observing requirements from Call for Tender]	Secondary domain [optional]	References of the personnel	Supporting documents
1		Type 1	PM	<i>To be decided by the bidder</i>		
2		Type 1	PM	<i>To be decided by the bidder</i>		
3		Type 1	OPS	<i>To be decided by the bidder</i>		
4		Type 1	OPS	<i>To be decided by the bidder</i>		
5		Type 1	TEC	<i>To be decided by the bidder</i>		
6		Type 1	TEC	<i>To be decided by the bidder</i>		
7		Type 2	SAF	<i>To be decided by the bidder</i>		
8		Type 2	HR	<i>To be decided by the bidder</i>		
9		Type 2	FIN	<i>To be decided by the bidder</i>		
10		<i>To be decided by the bidder</i>	<i>To be decided by the bidder</i>	<i>To be decided by the bidder</i>		

Place and date:

Name and surname:

Signature:

Instructions:

Appointed personnel, acting as experts shall be enlisted in the table. Type of personnel shall be identified according to the classification from the tender documentation for the public service contract. Expert's experiences are subject of valuation under the Award Criteria, as provided in the tender documentation – provision 35 Award criteria. As *references of the personnel* the bidder shall indicate prior experiences of each individual. Customer and project, which shall be enlisted as reference project, shall be identified.

Supporting documents:

- CV on Europass form shall be enclosed for each member of the personnel.
- Bidder shall enlist type of legal relationship with each nominated individual (employment contract / other type of contract, feasible under applicable law),
- Regarding *references of the personnel* the Contracting Authority has the right to demand additional documentation during the review of the enlisted references.

Bidder shall appoint at least 2 experts for domains PM, OPS and TEC (altogether 6 experts).

G. CONSENT FOR CRIMINAL RECORD CHECK

In connection with the public contract PSO II published on the Public Procurement Portal under notice number JN _____/____

Legal representative/member of the supervisory body:	
Street (domicile address):	
Postal code and place:	
Unique personal identification number:	

hereby declare that I grant consent to the contracting authority, in accordance with the Public Procurement Act and with the Personal Data Protection Act, to obtain from the ministry competent for justice the information that I have not been convicted by a final judgement for any of the criminal offences laid out in Article 75 of the Public Procurement Act (ZJN-3).

Place and date:

Name and surname:

Signature:

H. CONTRACT

Contract on implementation of the public procurement “FAB CE Programme Support Office [PSO]”, ref. no, of public procurement [to be inserted]

Concluded by and between

FABCE, Aviation Services, Ltd., a limited liability company organized under the laws of Republic of Slovenia and registered with the District court of Kranj, identification No. 6726909000, EU VAT No. SI40952240, Swift code: BACXSI22, IBAN: SI56 2900 0005 1413 834, with Zgornji Brnik as its principal place of business and having its business address at Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia

[Hereinafter: Contracting Authority]

and

[Hereinafter: Service Provider or Contractor]

Hereinafter jointly as Contracting Parties or Parties

1. Article Opening statements

- 1.1. Contracting Authority was established as one of the tools for enhancing the cooperation of the Shareholders of the Contracting Authority under the Cooperation Agreement of the FAB CE Air Navigation Service Providers, signed on 5 May 2011 at Brdo pri Kranju, Republic of Slovenia.
- 1.2. Contracting Authority initiated public procurement procedure and concludes this contract for the purpose of fulfilling its service provision obligations stemming from the Framework Agreement for the Provision of PMO and PSO services signed between Contracting Authority and its shareholders (six FAB CE Air Navigation Service Providers) [hereinafter: Framework Agreement].
- 1.3. Contracting Authority published on the Slovenian Portal for Public Procurements and in the Official Journal of the European Union Call for Tender, ref. no. [to be inserted] (Hereinafter: Public procurement or PP).
- 1.4. Public Procurement was awarded to the Service Provider with decision ref. no. [to be inserted], which become final.
- 1.5. All documents, provided, used or in any other way related to the Public Procurement (e.g. Call for Tender, notice on the Public Procurement) shall constitute integral part of this Contact.

2. Article Subject of this contract

- 2.1. Service Provider shall provide to the Contracting Authority program/project management services upon individual order of the Contracting Authority submitted to the Service Provider for fulfilling FAB CE Program in the scope of the overall limit up to maximum **5.300 man/days at most**.
- 2.2. Services, to be provided by the Service Provider can be generally described as:
 - i. Services, provided by Type 1 personnel - maximal 2.855 man/days;
 - ii. Services, provided by Type 2 personnel - maximal 545 man/days;

- iii. Services, provided by Type 3 personnel (Admins) - maximal 1.900 man/days.

More detailed description of services is in call for tender and documentation, related to the Public Procurement, which is integral part of this contract.

- 2.3. Quantities of man-days (m/d) of the individual experts, to be provided by the Service Provider during implementation of this contract are enlisted for informational purposes. Services shall be provided by the Service Provider solely, if ordered by the Contracting Authority.
- 2.4. Service provider shall perform up to 300 missions, as defined in the tender documentation for Public Procurement. Contracting Authority is not obliged to exhaust said number of missions.

3. Article

Personnel of the Service Provider

- 3.1. Services shall be provided by the experts (Type 1 and Type 2 personnel), nominated by the Service Provider in the bid for the implementation of the Public Procurement.
- 3.2. Services, to be provided by the administrators (Type 3 personnel), shall be provided by the individuals, fulfilling requirements from the tender documentation for public procurement.
- 3.3. Service Provider may remove nominated Type 1 and/or Type 2 personnel and appoint new expert solely in case if expert, which will be substitute for the previously nominated expert:
 - i. fulfils all minimal requirements, as specified in the tender documentation for the Public Procurement (Criterion 11);
 - ii. has at least such references as regards environment and age of the reference, as originally nominated expert;
 - iii. such change is approved in advance in writing by the Contracting Authority.
- 3.4. In case if the Services Provider ceases to cooperate with any member of the personnel, providing services from this contract to the Contracting Authority, the Service Provider shall inform on such event the Contracting Authority immediately, without undue delay and shall request instructions by the Contracting Authority.
- 3.5. Service Provider shall conclude appropriate contracts / other agreement with personnel, providing services from this contract, according to which the Service Provider's personnel performs work legitimately and according to the legislation in force. No employment or any other relationship is concluded or shall be deemed to be concluded between Service Provider's personnel and Contracting Authority.
- 3.6. Project Leader, appointed by the Service Provider, shall be the main point of contact for the Contracting Authority and responsible for coordination of the personnel of the Service Provider in relation to the services from this contract. For change of the Service Provider the same conditions, *mutatis mutandis*, as for the change of the expert shall apply.

4. Article

Placement of orders

- 4.1. The management, steering and supervision of the Service Provider's personnel will be provided by the Program Manager of the Contracting Authority.
- 4.2. The Service Provider shall assure, that all instructions and requirements, posed by the Contracting Authority, are respected and followed.

- 4.3. Service Provider shall provide services from this contract solely in case if the Program Manager of the Contracting Authority submits written order to the Service Provider. In such written order Program Manager of the Contracting Authority shall define at least:
- i. type of the Service Provider's personnel that shall provide services;
 - ii. Deadlines for providing services, including individual milestones, which shall be met during provision of the services;
 - iii. Definition of goals, that shall achieved with provided services;
 - iv. Evaluation of the scope of the needed services in a form of man/days to be provided;
 - v. Any other critical element of the services, to be provided by the Service Provider.
- 4.4. Service Provider shall without undue delay inform Program Manager of the Contracting Authority in case if he believes, that crucial elements, needed for providing services from individual order, are missing. In case if Service Provider does not post any inquires in relation to the order, placed by the Contracting Authority within 24 hours from the recipient of the order on it is deemed, that the Service Provider accepted placed order as defined by the Contracting Authority. In any case the Contracting Authority shall have unilateral right to define content of the order.

5. Article Reporting

- 5.1. The Service Provider shall provide to the Contracting Authority within 5 working days after expiration of each quarter of the year report on services, provided in previous 3 (three) months. Report shall be provided in electronic and in hard copy and shall consist all necessary elements for accessing scope and quality of the services as stipulated in 5.2 of this contract.
- 5.2. Within 10 working days after conclusion of this contract the Contracting Authority provides exact instructions to the Service Provider on required form and content of such reports. In particular, reports from this article shall consist of following elements:
- i. Identification of personnel, which performed services, subject of this contract, with exact times and dates of performed services and accomplished missions;
 - ii. Description of the provided services with list of prepared documentation and other deliverables.
- 5.3. Precondition, that any financial obligation of the Contracting Authority towards the Service Provider becomes due is presentation of the report(s) from this Article by the Service Provider and confirmation of acceptance of performed services, addressed in such report, by the Contracting Authority, as provided in this contract.
- 5.4. Service Provider shall submit the required reports to the Program Manager of the Contracting Authority. Contracting Authority's Program Manager is competent for issuing confirmation that all services, provided by the Service Provider, subject of the report in question, were provided according to the relevant requirements (hereinafter: Confirmation of Compliance or **CoC**). Issuing of CoC shall not be in any way understood and/or interpreted as accepting provided services by the Contracting Authority or basis for issuing invoice by the Service Provider.

6. Article Acceptance protocol

- 6.1. The responsible body of the Contracting Authority shall review the report on performed services, submitted by the Service Provider, within 15 (fifteen) working days from the recipient of the Confirmation of Compliance and shall evaluate provided services.
- 6.2. The Contracting Authority shall evaluate performed services according to the following quality criteria:

- i. Punctuality: timely execution of the tasks/deliverables against assigned deadlines in view of the number of delays, non-attendances of meetings as set out under the tender documents and as instructed and agreed between contracting parties during the implementation of this contract;
 - ii. Reaction time: time between the request to provide services, submitted by the Contracting Authority and response within suggested time-frame (typically 1 day), as provided by the Service Provider;
 - iii. Precision: submission of deliverables meeting precisely the requirements;
 - iv. Documentation quality: submission of the documentation with linguistic quality, complexity, completeness, professional correctness, clarity,
- 6.3. In case if the Contracting Authority concludes, that services, subject of evaluation and provided report, fulfilled all four criteria from above, provided services are deemed to be accepted and the Contracting Authority issues Confirmation of Acceptance or **CoA**.
- 6.4. In case if provided services fails to fulfil any of three criteria, presented above, the Contracting Authority enforces applicable right for the case of delay / non-performance of the contract, as provided in this contract.

7. Article

Costs of services

- 7.1. Following prices shall apply for services from this contract:

Type of personnel	Price / unit ³ (VAT and other taxes, if applicable, included)
Type 1 [covering PM, OPS and TEC domains]	
Type 2 [covering SAF, HR and FIN domains]	
Type 3 [Administrators]	
Mission	

- 7.2. Prices for the whole duration period are fixed. All prices are stated in EUR.
- 7.3. Service Provider is not entitled to advance payments.
- 7.4. Service Provider shall not be entitled to any additional fee, compensation or any other allowance in excess of the total amount of fees defined in this section. The Expert's daily rate shall include all direct or indirect costs and expenses incurred by the Service Provider except for the Missions. The unit rate for Missions shall include travel costs, accommodation costs if applicable and any other direct or indirect costs incurred by the Service Provider in relation to the mission.
- 7.5. All payments for the performed services under this contract shall be made by the Contracting Authority to the bank account of the Service Provider, opened by [insert relevant bank], BIC/SWIFT.

8. Article

Invoicing

- 8.1. Within 10 days after recipient of the CoA Service Provider issues invoice for the services, provided in the respective quarter.
- 8.2. Contracting Authority shall settle issued invoice within 30 days after the date of the issuing of the invoice.

³ In case of experts unit is 1 man-day and in case of mission unit is 1 mission.

9. Article

General obligations of contracting parties

- 9.1. The Contracting Parties shall:
- i. make all possible efforts to promptly, actively and accurately perform and fulfil their obligations under this contract;
 - ii. unless provided otherwise by law, shall not carry out or allow or permit to occur any action that may in any way impair any right of the other Contracting Party or adversely affect the other Contracting Party's name, reputation or goodwill;
 - iii. within a reasonable time provide all information, reasonably requested by the other Contracting Party in connection with the performance of this contract;
 - iv. ensure that their obligations hereunder are performed with due care, expertise and prudence by competent persons possessing appropriate qualifications and experience;
 - v. not perform their obligations hereunder in a manner that is in any way incompatible with this contract;
 - vi. Comply with all relevant legal requirements in the course of the performance of this contract;
 - vii. Assure and exchange all information, necessary for implementation of this contract.

10. Article

Rights and obligations of the Service Provider

- 10.1. The Service Provider shall fulfil the subject of this contract conscientiously, professionally, effectively and with due diligence in accordance with the provisions of the present contract, by abiding with all normatively established requirements and internal regulations as well as the generally adopted rules of conduct and morals.
- 10.2. The Service Provider is not entitled to act under this contract as proxy of the Contracting Authority and shall not take-over any obligation in the name and/or on behalf of the Contracting Authority.

11. Article

Intellectual property rights

- 11.1. Any creations, created by the Service Provider in the course of the performance of the services from this contract, partly or wholly, shall be treated as creations, created due to the fulfilment of the Service Provider's obligations and therefore as work, created due to the order of the Contracting Authority.
- 11.2. The Service Provider transfers to the Contracting Authority all material copyrights on the creation(s) from previous point, when the Contracting Authority settles financial obligations, related to the services, in connection with which creation(s) from previous point.
- 11.3. Copyrights on the creation(s) from this Article are transferred by the Service Provider to the Contracting Authority:
- i. for worldwide territory;
 - ii. for unlimited scope;
 - iii. for a complete duration of the existence of the creation(s) and copyrights.
- 11.4. The Service Provider shall acquire all intellectual property rights from the original holders, in order to fulfil obligation from this article in case, if original holder of such copyright is not the Service Provider (e.g. first holder of copyright is author as physical person).
- 11.5. This Article shall apply "mutatis-mutandis" for any other intellectual property right (e.g. patent, trademark, design), whereas:

- i. the Service Provider shall assure, that all involved persons provide applicable consents and/or statements, according to which holder of such right is/becomes the contracting authority and
 - ii. the Contracting Authority covers all costs, related to the acquiring of such intellectual property right.
- 11.6. In case of termination of this contract due to any reason whatsoever, the Service Provider shall transfer to the Contracting Authority intellectual property rights on any creation from 10.1. of this contract in the scope from this article. Additionally Service Provider shall in such case hand-over to the Contracting Authority ay documentation, produced during the implementation of this contract for providing services from this contract.

12. Article

Limitation of liability

- 12.1. To the maximum extent permitted by governing law the liability of the Contracting Authority vis-a-vis the Service Provider under the contract shall be excluded. In case, that such exclusion or limitation of the liability shall not apply due to the provisions of the governing law, liability of Contracting Authority towards the Service Provider shall be limited to the amount, paid by the Contracting Authority to the Service Provider under this contract. In any case (regardless of the amounts, paid by the Contracting Authority under this contract to the Service Provider) liability of the Contracting Authority towards the Service Provider shall be limited to the 15 % of the “calculative value of the bid” presented by the Service Provider in the bid for the implementation of the public procurement.
- 12.2. Liability of the Service Provider vis-à-vis Contracting Authority shall not be limited.

13. Article

Subcontracting [applies only in case if the Contractor cooperates with sub-contractors – in part regarding direct payments applies regardinnng whether sub-cotractor demands direct payments]

- 13.1. By signing this contract the Contractor authorizes the Contracting Authority that the Contracting Authority on the basis of the invoice(s), issued by the sub-contractor who is involved in the execution of the contract, and which are confirmed by the Contractor, performs payments related to the services / deliveries related to the public procurement which were performed by the subcontractor(s), directly to such sub-contractor(s).
- 13.2. The sub-contractor(s) agrees with such direct payments as confirmed by the “Consent to the direct payments”, enclosed to this contract.
- 13.3. Sub-contractor(s) is/are going to perform following services during implementation of this contract:

Sub-contractor (name, full address, identification number, VAT number and bank account)	Services / deliveries that shall be performed by the sub-contractor	Object, quantity, value, place and deadline for implementation of services / deliveries

- 13.4. The Contractor shall enclose to each invoice, issued to the Contracting Authority, invoices of his sub-contractors which were previously confirmed by The Contractor.

- 13.5. Change of the individual sub-contractor or introduction of the new sub-contractor into performing public procurement is acceptable only if prior such change the Contracting authority confirms such change in writing and if all conditions from the legislation in force and tender documentation are fulfilled.
- 13.6. In case of involved sub-contractors the Contractor shall submit to the Contracting Authority consent of all sub-contractors that they agree with direct payments. Sample of such consent is enclosed to this contract.
- 13.7. In case that Contractor fulfils requirements together with the subcontractor and subcontractor will be changed the new subcontractor shall fulfil requirements set in tender documentation.

14. Article

Joint-venture [This Article applies only in case if Contractor is acting in joint-venture.]

- 14.1. Each member of the consortium, constructing joint-venture on the Contractor's side, shall perform following services, when fulfilling this contract:

Member of the consortium (name, full address, identification number, VAT number and bank account)	Services / deliveries that shall be performed by the member of the consortium	Object, quantity, value, place and deadline for implementation of services / deliveries

- 14.2. Change(s) of the members, constructing joint-venture, which performs this contract on the Contractor's side, are not feasible. In case if any of the following situation(s) occur(s) by one or more members of the consortium, constructing joint-venture:
- compulsory composition procedure,
 - insolvency procedure,
 - liquidation procedure,
 - other procedure the consequence or purpose of which may result in the closing of our operations,
 - other similar procedure instituted against us in accordance with the regulations of the country in which we are established;

Contracting Authority has the right to terminate this contract without notice period – with immediate effect.

15. Article

Anti-corruption clause

- 15.1. This contract is void if anybody, acting on behalf or, or for the account of the Contractor promises offers or gives any kind of non-allowed benefit to the representative of the Contracting Authority or agent of the Contracting Authority for:
- i. Awarding the contract or;
 - ii. Concluding the contract under more favourable conditions or;
 - iii. Omission of requested supervision on the implementation of the obligations from the contract or;
 - iv. For any other act or omission which causes damage to the Contracting Authority or enables acquisition of the non-allowed benefit to the representative of the Contracting Authority, agent of the Contracting Authority, to the Contractor or his representative or his agent.

16. Article

Delay of performance of the services

- 16.1. In case of delay with the provision of services under this contract by the Service Provider, Contracting Authority has the right to demand payment of contractual penalty for the delay in the amount of 0,2 % of the “calculation value” of the bid for the implementation of the public procurement for each day of the delay, but maximum of 10 % of said amount.
- 16.2. Contracting Authority shall reserve the right to demand payment of the contractual penalty for the delay before issuing CoA at the end of each respective quarter.
- 16.3. In case if maximal applicable contractual penalty for the delay shall apply, the Contracting Authority shall have the right to terminate this contract without termination notice.

17. Article

Non-performance and corrective measures

- 17.1. Should the Contracting Authority conclude, that services, provided by the Service Provider are not conforming with the set expectations at all /substantially deviate from the expectations and usual standards, valid in the applicable field (non-performance), the Contracting Authority shall inform the Service Provider on such non-conformance. The Service Provider shall respond to such notice, provided by the Contracting Authority, within 5 working days from the recipient of such notice and shall:
 - i. describe in details reasons for non-performance
 - ii. reply to all issues, raised by the Contracting Authority in the notice from this point and
 - iii. explain which corrective measures shall be undertaken by the Service Provider and deadlines for implementation of such corrective measures. In this case the Contracting Authority does not issue CoA.
- 17.2. In case of non-performance the Contracting Authority has, after providing notice to the Service Provider from the point 17.1 above, following rights:
 - 17.2.1. to terminate this contract without notice period or
 - 17.2.2. to instruct the Service Provider, which corrective measurements shall be performed. In this case the Contracting Authority unilaterally defines deadline for enforcing such corrective measurements and deadline for performance of the services. In case if the Service Provider does not follow instruction(s), set by the Contracting Authority, the Contracting Authority has the right to terminate this contract without notice period.
- 17.3. In case if the Contracting Authority terminates this contract due to the non-performance, as provided in this Article, the Contracting Authority has the right to demand payment of contractual penalty for non-performance, which equals to the amount of 10 % complete contractual value. Complete contractual value is calculated under precondition, that 5.300 m/d of services are provided by the Service Provider by the experts, as indicated in table in the Article 2 of this contract according to the prices from this contract.

18. Article

Common provisions for contractual penalties

- 18.1. All potential contractual penalties under this contract shall be settled by the Service Provider within 8 (eight) days from the recipient of the statement on enforcing contractual penalty on.
- 18.2. In case if damage, caused due to the delay or non-performance exceed total amount of the contractual penalty to be paid, the Contracting Authority has the right to demand, besides applicable contractual penalty, also difference between amount of contractual penalty and actual incurred damages.

- 18.3. The Contracting Authority has the right to set-off any financial obligation, owed to the Service Provider against financial obligation of the Service Provider to pay any contractual penalty, payable under this contract.

19. Article

Confidentiality

- 19.1. Each Contracting party shall keep confidential any and all information of whatever nature relating to the other Party supplied or obtained by it during the negotiations or performance of the rights and obligations under this contract, except for information which:
- i. at the time of its disclosure is in the public domain by other means than breach of obligation of confidentiality whether contractual or from the law;
 - ii. subsequently comes into the public domain, except through breach of duty of confidentiality set out in this contract or through breach of any other duty of confidentiality relating to that information;
 - iii. was lawfully obtained by any contracting party from other sources than the contracting party, to which such information relates, unless the disclosing contracting party reasonably should have recognized that the relevant information was released in violation of a confidentiality obligation owned to the contracting party, to which such information relates;
 - iv. is required to be disclosed by virtue of law applicable to the contracting party or an order of any governmental authority which is binding for the Party.
- 19.2. Service Provider shall ensure that all the data received from the Contracting Authority or produced during the fulfilment of the Service Provider's obligations from this contract are stored, kept, safeguarded in an appropriate manner. Service Provider is responsible to protect, maintain and store these data at his own expense. In case if any data, related to the services, provided by the Service Provider to the Contracting Authority under this contract are lost or unavailable due to any other reasons, Service Provider shall assure at his own costs all necessary measurements intended for restoration of such data.

20. Article

Performance bond

- 20.1. Within 10 working days after conclusion of this contract the Contractor shall submit to the Contracting Authority a performance bond which corresponds to the sample of performance bond, as provided in the tender documentation for Public Procurement.
- 20.2. Guaranteed amount of the performance bond shall be 10 % of the "calculative value of the bid", as presented by the Service Provider.
- 20.3. Submission of the performance bond is a precondition for the validity of this contract. In case that Contractor do not submit performance bond according to this contract, contract do not become valid.
- 20.4. Submitted performance bond shall be valid until at least 30 September 2020.

21. Article

Term, termination

- 21.1. This contract shall become valid and effective upon fulfilment of all the following conditions:
- i. Signing of the contract by both contracting parties;
 - ii. Submission of the performance bond by the Service Provider;
 - iii. Fulfilment of all necessary conditions (e.g. applicable consents of competent bodies) on the side of the Contracting Authority.

- 21.2. This contract expires on 30 September 2020. This date may be altered under conditions, provided in the Call for Tender.
- 21.3. The Contracting Authority has the right to terminate this contract with immediate effect in the event of a material breach of contract by the Service Provider including in particular but not limited to the following cases:
- i. The Contracting Authority rejects acceptance of the provided services two times or more (Article 6 of this contract);
 - ii. The Contracting Authority informs the Service Provider on non-compliance of the provided services with the requirements and the Service Provider does not eliminate such non-compliances within set deadline and/or according to the request, provided by the Contracting Authority;
 - iii. The Service Provider provided services with personnel, not enlisted in the bid for the implementation of the public procurement / as confirmed by the Contracting Authority;
 - iv. Number of members of the personnel, assigned by the Service Provider to provide services from this contract is not adequate to the scope of the required services and such default is not eliminated immediately after serving Contracting Authority's notice;
 - v. In case if personnel of the Service Provider does not fulfil all requirements and is not capable of performing services, being subject of this contract, according to the requirements;
 - vi. Framework agreement for the provision of PMO and PSO services, concluded between Contracting Authority as Provider and following companies: Air Navigation Services of the Czech Republic, Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung, Croatia Control Ltd., Hrvatska kontrola zračne plovidbe d.o.o., HungaroControl Hungarian Air Navigation Services Pte.Ltd.Co, Kontrola zračnega prometa Slovenije, d.o.o. and Letové prevádzkové služby Slovenskej republiky, štátny podnik, concluded in July 2017 is terminated.

22. Article

Contact persons

- 22.1. Contact person for the implementation of this contract on the side of the Contracting Authority shall be Program manager of the Contracting Authority. This person is entitled to provide orders of services, which shall be performed by the Service Provider under this contract and to act in the name and on behalf of the Contracting Authority during implementation of this contract. Contracting Authority has the right to unilaterally appoint another person for performing this function or to replace person, indicated in this provision. Such additional appointment / replacement shall not be considered as a modification of this contract, which shall be made in form of written annex, undersigned by both contracting parties, but is effective from the moment, when Contracting Authority informs Service Provider on such change.
- 22.2. Contact person for the implementation of the side of the Service Provider shall be [NAME, SURNAME, CONTACT INFORMATION]. This person shall be Project Leader with functions, as provided in the Call for Tender.
- 22.3. Contract person shall be main point of contact for general issues, related to the implementation of this contract.

23. Article

Miscellaneous

- 23.1. Laws of the Republic of Slovenia, save for the provisions of the international private laws of the Republic of Slovenia shall apply for this contract.
- 23.2. Contracting parties shall try to resolve any eventual disputes, related to this contract, ambitiously, with negotiations. Provided that the dispute cannot be resolved in such a manner competent court in Ljubljana, Republic of Slovenia shall decide on the matter.

- 23.3. If any one or more provisions of this contract or any portion thereof shall be invalid, illegal, or unenforceable in any respect, this contract shall be ineffective only as to such provision or portion thereof and only to the extent of such invalidity, illegality or unenforceability, and such invalidity, illegality or unenforceability shall not in any way affect or impair the validity, legality, and enforceability of any other provision contained herein. The contracting parties agree that each of them shall endeavour in good faith negotiations to replace any such invalid, illegal or unenforceable provision(s) or portion(s) thereof with valid, legal and enforceable provisions or portions thereof the economic effect of which is as close as possible to that of the invalid, illegal or unenforceable provision(s) or portion(s) thereof.
- 23.4. Save as otherwise provided herein, the failure of any contracting party to insist in any one or more instances upon strict performance of any of the provisions of this contract or to take advantage of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such right, but the same shall continue and remain in full force.
- 23.5. All eventual amendments and modifications of this contract shall only be valid and legally binding only in case if done in form of written annex, undersigned by both contracting parties, provided that conclusion of such an annex is feasible especially under the public procurement rules, applicable for the Contracting Authority.
- 23.6. In case of any discrepancies between this contract and documents, constituting this contract (e.g. call for tender etc.) the provision, which is more favourable for the Contracting Authority, shall prevail.
- 23.7. This contract is made in 2 (two) identical copies, from which each contracting parties shall receive 1 (one) copy. Each copy shall be deemed as an original.

Done at [date to be inserted]

Done at [date to be inserted]

FABCE, Aviation Services, Ltd.

[service provider to be inserted]

Represented by mag. Matej Eljon, director

[representative of the service provider to be inserted]

SUBCONTRACTING

I. SUBCONTRACTOR INFORMATION

ADDRESS:

CONTACT PERSON:

TELEPHONE:

TELEFAX:

SUBCONTRACTOR'S IDENTIFICATION NUMBER:

NO. OF THE TRANSACTION ACCOUNT:

PERSON AUTHORISED TO SIGN THE CONTRACT:

Place and date:

Tenderer:

Stamp and signature:

J. SUBCONTRACTOR STATEMENT – direct payments

In connection with the public contract PSO II published on the Public Procurement Portal under notice number JN _____/_____

we hereby declare that:

- we require to be paid directly by the contracting authority
- we agree that the contracting authority settles the claims that we have in respect of the works or deliveries made during the performance of the public contract instead of the contractor with which we cooperate in the performance of the contract.

Place and date:

Subcontractor:

Stamp and signature:

SAMPLE TENDER BOND

Tender bond

Public contract:

Tender number: _____

**Name of the bank or insurance
company:** _____

Place and date: _____

Beneficiary:

FABCE, letalske storitve, d. o. o., Zgornji Brnik
130N, 4210 Brnik – Aerodrom, Slovenia

Bond no. _____

Pursuant to the public contract published on the Public Procurement Portal on _____, notice number _____ for “PSO II” the tenderer _____ is obliged to provide, for the needs of the contracting authority (i.e. the beneficiary of this bond) and to demonstrate the seriousness of the tender submitted in the contract award procedure, a tender bond in the amount of 5% of the calculative tender value (including VAT), which totals _____ %.

The bank or insurance company undertakes to pay said amount in the following cases:

a) if the tenderer withdraws (or partly withdraws) its tender after the tender submission deadline

Or

b) if the tenderer refuses to enter into the contract in whole or in part

Or

c) fails to submit, after signing the contract, a performance bond in compliance with the provisions of the tender dossier.

We hereby undertake to pay to the contracting authority, within fifteen (15) days upon receipt of its first written request, the abovementioned sum without requiring any additional reasoning therefor, if the contracting authority indicates in its request that the requested sum belongs to it due to the occurrence of one or more of the above situations and indicates which situation(s) occurred.

The request for bond forfeiture must be submitted to the bank or insurance company and must comprise:

1. an original statement of the contracting authority invoking the tender bond in accordance with the above paragraph and
2. a statement submitted by the Public Payments Administration of the Republic of Slovenia demonstrating that the forfeiture request was signed by duly authorised persons, and
3. the original of the Tender Bond No. _____.

This bond shall be valid until the tenderer is selected in the abovementioned invitation to tender and (in case the tender is accepted) until the moment when the selected tenderer enters into a contract with the contracting authority and submits to it a performance bond, but not longer than 165 days from the tender submission deadline.

If we do not receive any request from you regarding the payment of the guaranteed sum by _____, this guarantee ceases to be valid irrespective of whether it has been returned to us.

This bond is not transferable.

Any disputes between the beneficiary and the bank shall fall within the jurisdiction of the competent court in Ljubljana.

This bond is subject to the law and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, unless the above applies.

Bank or insurance company
(stamp and signature)

SAMPLE PERFORMANCE BOND

Project: PSO II

Tender number: _____

Name of the bank or insurance company: _____

Place and date: _____

Beneficiary:

FABCE, letalske storitve, d.o.o., Zgornji Brnik
130N, 4210 Brnik – Aerodrom, Slovenia

Bond no.: _____

Pursuant to the public contract for PSO II entered into by and between the contracting authority (beneficiary of this bond) _____ and the contractor _____ (name of the contractor), the contractor is obliged to perform _____ in accordance with the instructions to tenderers in the tender dossier for _____, No. _____ of _____., with the Contract on _____, within the time limit, quantity and quality prescribed in each Invitation to Tender.

At the contractor's request we hereby irrevocably and unconditionally undertake to pay, within 15 days after the receipt of your first written demand, the amount of EUR _____ (in words: _____), which corresponds to 10% of the calculative value of the tender, if the contractor fails to fulfil his contractual obligations in the agreed quality, quantity and time limits specified in the above-cited contract or in other situations laid out by the contract.

Our obligation shall also apply to partial performance of contract obligations if the service performed fails to meet even partially the requirements of the contract.

The request for bond forfeiture must be submitted to the bank and must comprise:

1. an original letter invoking the performance bond in accordance with the above paragraph and
2. a statement submitted by the Public Payments Administration of the Republic of Slovenia demonstrating that the forfeiture request was signed by duly authorised persons, and
3. the original of the Performance Bond No. _____

This bond shall be reduced by any amount forfeited under this performance bond.

This bond shall be valid until not later than _____. After the expiry of this period the bond shall no longer be valid and our obligation shall automatically cease, irrespective of whether the bond has been returned or not.

If the contracting authority agrees, at any time during the validity of this performance bond, to extend the contract period for the contractor, or if the contractor has failed to meet its contractual obligations, the extension of this performance bond may be made by agreement between the party ordering the performance bond or the contractor and the bank.

This bond is not transferable.

Any disputes between the beneficiary and the bank shall fall within the jurisdiction of the competent court in Ljubljana.

This bond is subject to the law and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, unless the above applies.

Bank or insurance company
(stamp and signature)

ANNEX 1

**TECHNICAL SPECIFICATION OF THE PUBLIC PROCUREMENT FAB CE PROGRAM
SUPPORT OFFICE [PSO]**

I.1 GENERAL

All capitalized terms or abbreviations used, but not otherwise defined in this Annex, are used as they are defined in Article 1 of the Framework Agreement.

I.2 PROGRAM MANAGEMENT (“PM”)

PM is a service/function provided by PMr (Article 1.17 of the Framework Agreement) with the support of the experienced Expert and Admin PSO Staff to ensure the effective and efficient management of the FAB CE Program by:

- ensuring meeting the overall program goal through the proper management and coordination of the Tasks and coordination and interaction with the respective body(ies) of the Customer (i.e. Sub Committees/Sponsors, Steering Committee, CEO Committee), including following main activities:
 - to provide reviewed or re-planned versions of High Level Plan when required by the organs pursuant to Sec. 5.(1) of the Cooperation Agreement (i.e. program governance bodies);
 - to plan, monitor and coordinate Tasks activities according to up-to-date version of High Level Plan,
 - to provide document repository for the program, with document management services and procedures, including technical facilities and training throughout the program to ensure participants understand and apply the right processes, project techniques and templates.
- execution of the Tasks and supporting the oversight of their implementation on national and/or FAB CE level, while using the agreed standards for program/project management.
- transparently managing the cross-project dependencies to:
 - improve the performance by optimization/exploiting resources
 - reduce costs and potential risks
 - synchronizing and harmonizing the deliverables of the Tasks for maximum efficiency at program level.

I.3 PMO

PMO is a definition for the PMr and his/her Admin and Expert support dedicated to close secretarial and operational tasks defined by the PMr to be able to perform the PM functionalities described above (Article 1.16 and Article 3.1.1 of the Framework Agreement).

I.4 PROGRAM SUPPORT OFFICE (PSO)

PSO (Article 1.18 and 3.1.2 of the Framework Agreement) is a service/function under the lead of PMr provided by Project Leaders, Expert and Admin staff with specific qualification and direct, practical experience to support the FAB CE Program activities through the Provider by providing:

- professional support in order to achieving concrete results of the Tasks
- assistance in managing program and Tasks
- support to the implementation of the Programme in specific domains (PM, OPS, TEC, SAF, HR, FIN)
- administrative support with specified responsibilities as per Sec. IV.

I.5 SUB COMMITTEES

The organs pursuant to Sec. 5.(1)(c) of the Cooperation Agreement.

I.6 SPONSOR

- Sponsor is a representative of the Customer being responsible for:
 - the support in the definition of the particular scope of particular Project, specified by FAB CE Programme,
 - the provision of clarity on compliance with Customer's requirements, overall needs and monitoring of timely progression of his/her dedicated Task,
 - the facilitation of the validation of the deliverables of the Task prior to their submission to the SLA Committee for approval.
- Sponsors for each Task are usually the members of the Sub Committee, covering the domain of that specific Task, being represented by its Chairperson or a specific member of the Sub Committee, unless otherwise defined by the SLA Committee.
- Sponsor is not a regular member of the project team, but should participate in the project planning and regular project team meetings when needed as a Customer focal point to the Project Leader in order to support the execution of the Task*.
- Role and responsibility of the Sponsor shall be included in each Project Management Plan ("PMP"), if needed.

**Note:*

This does not change the authority/responsibility/primary reporting line of the Project Leader.

I.7 CEO COMMITTEE

The organ pursuant to Sec. 5.(1)(a) of the Cooperation Agreement.

I.8 PROGRAM BODIES

Individually each and jointly all the organs and structures pursuant to Sec. 5 of the Cooperation Agreement and the PMr.

I.9 TASK FORCE

The body established by the CEO Committee pursuant to Sec. 5.(2) of the Cooperation Agreement.

I.10 MAN-DAY

One man-day shall correspond to 8 hours.

II. OBJECTIVE OF THE SERVICES

The objective is to ensure the Project Leaders, Expert and Admin support to:

- Timely implementation of the FAB CE Strategy as defined by the FAB CE High Level Plan as a key contributor for the achievement of the RP2 and later also RP3 targets

- Support ANSPs working groups aiming at production of strategic documents and in parallel prepare relevant Programme Management documents
- Ensure document management through availability of deliverables, or any FAB CE relevant document / information or communication including storage of them.
- Provide appropriate program management methodologies and necessary training throughout the program to ensure participants understand and apply the right processes, project techniques and templates.
- Development of the FAB CE Programme, reflected in FAB CE HLP, following FAB CE Strategy and other guidelines provided by CEOC, that will contribute to potential RP3 targets and DP families.
- Planning of all FAB CE implementation activities to cover period until 2023 as defined by FAB CE Strategy and HLP.
- PM of the FAB CE Programme.
- Support to the organs and structures pursuant to Sec. 5 of the Cooperation Agreement

III. DESCRIPTION OF THE SERVICES

The minimum requirements for qualification/skills and professional/industry experience of the PM/PSO staff are defined in Section IV. Detailed requirements may vary depending on the given role.

III.1 Support to PMr (PMO tasks)

Expert and Admin support to the development and maintaining of the Program Management tools including:

- Configuration Management
- Issue Management the Risk Register
- Safety Management
- HR Management
- Identification of the training needs for PSO Staff and development of the training materials
- Standards for reporting (financial, progress and schedule)
- Cost management/cost control
- Organization of the regular Program Management Meetings (“**PMM**”) and participation on request of the PMr
- Support the organization of meetings of other Program Bodies on PMr request
- Proactively check scope and deliverables of the Tasks and projects under the FAB CE Program for consistency with regulatory changes, identify possible gaps and make recommendations for the Program Bodies to reinstate consistency
- Provide Expert and Admin support to the development of the Program level documents, providing an overview of the activities and the objectives stemming from the FAB CE Strategy, FAB CE High Level Plan and other strategic decisions taken by CEO Committee.

III.2 Support to the Program (PSO tasks)

Support to organs and structures pursuant to Sec. 5 of the Cooperation Agreement through:

PSO services (in general):

- i. Support to the organs pursuant to Sec. 5.(1)(c) (i) and (ii) of the Cooperation Agreement;

- ii. maintain and manage document repository for the program, with document management services and procedures, including technical facilities ensuring safe back-up storage;
- iii. Provide technical facilities and appropriate coordination processes for virtual meetings. Facilitate such virtual meeting events upon request.

PSO Expert Support:

- iv. Support the operation of the Projects and their planning tasks by developing and implementing best practices and tools for the project planning and monitoring;
- v. drafting of various deliverables, participation in validation activities, provision of expert advice in areas like technical, operational and safety in coordination with the availability of the EUROCONTROL support by EIS;
- vi. planning, monitoring and coordination of the project activities through Project Leaders;
- vii. managing project closing and supporting post-project operations.

PSO Admin Support:

- viii. Support the projects acknowledged by SLA Committee with secretarial and administrative tasks requested by the PrMr or the Project Leaders monitoring;
- ix. configuration management to ensure identifying and consistency of documents and deliverables;
- x. develop and maintain the calendar of the Programme meetings.

In details:

Project Leader, Expert and Admin support to:

Steering Committee in:

- Consolidation of the CEO Committee's Vision and High level objectives
- Development and update of the FAB CE Strategy in coordination with Sub Committees/Sponsors/ Task Forces

Sub Committee/Sponsor/Task Force in:

- Development of the FAB CE Strategy
- Development of the FAB CE High Level Plan

Projects in:

- *Task definition and planning:*
 - Defining the scope of the task (upon SLA Committee request) by partnering with the task sponsor (drafting the task background, a clear and concise description of the task and identifying areas in the FAB CE High level Plan which will benefit as a result of the proposed task. This includes identifying the business needs/problems which prevent the business from fully realizing their FAB CE High Level Plan.
 - Determining task objectives that are specific, measurable, achievable, relevant, and time bound (SMART)
 - Planning, monitoring and coordination of the Task activities, including
 - identification of the constraints; specific and known factors that limit the Task's execution,
 - identification of business and regulatory-related risks associated with implementing the Task,
 - Tasks control register to track budget and schedule variances.
 - Planning the resources/HR Management,
 - Change management, when appropriate,

- Developing the Project Management Plan including:
 - Governance Structure, including identification of levels of authority to be used throughout the planning process
 - Personnel roles and their related levels of authority and responsibility
 - Resourcing requirements
 - Organizational chart
 - Work breakdown structure (WBS)
 - Task schedule baselines including the milestones and respective deliverables
 - Task budget baseline
 - Acceptance management process/obtain formal approval of the project definition documents (Project Management Plan, etc...), including escalation process
- *Task results/outcome:*
 - Developing and maintaining the detailed Tasks plans, deliverables and milestones, including activity durations, dependencies, start and end dates, and type of resources and their allocation
 - Developing the Task deliverables
 - Identify and plan for post-Task operational needs and include related procedures and other solutions in deliverables, wherever appropriate
 - Obtaining formal approval of the Task deliverables
- *Task execution*
 - Organization and facilitation of the meetings
 - Monitoring and control Task activities, identification of Task issues/action items and performance (scope, schedule, human and cost resources)
 - Execute integrated change control process and maintaining Task control register
 - Maintaining quality control processes
 - Monitoring and control Task risks
 - Manage the deliverable acceptance process
 - Submitting progress reports for the project team and PMr
 - Collaborate project execution with designated staff of Customer, as per the Task plan.
- *Task closing*
 - Managing Task closing and supporting post-Task operations
 - Conducting feedback process and solicit feedback from Customer's representatives / SLA Committee, project team members, Program Bodies and other stakeholders Task execution, deliverables
 - Preparing the post implementation report and for post- Task operational documentation, including design of procedures and other solutions, as appropriate
 - Archiving and hand over Task documentation package
 - Facilitating a Task assessment meeting to review the results of feedback, derive best practices, and identify/document lessons learned
 - Supporting appropriate training of Customers' staff in relation to approved post- Task operational documentation
 - Preparing recommendations for Customers related to appropriate procurement of external products and services, including technical and non-technical requirements

- Preparing recommendations for Customers related to viable vendors and appropriate procurement procedures
- Assistance in planning operational budget for post- Task operations
- Assistance in developing procurement documentation, managing vendor contracts, negotiating cost and contractual terms
- Assistance in managing contract resulting from a.m. procurement processes

III.3 Technical facilities in support of progress of the FAB CE Programme

a) Virtual Meeting facility

The Virtual Meeting facility shall support the following virtual meeting options for up to 25 participants at the same time:

- Presentation sharing across the internet, screen sharing option, voice communication, interactive feedback possibility (questions/answers by chat and by voice)
- Common edition of a working document +voice communication
- Virtual extension of a physical meeting: video + voice channel + screen sharing
- Video conference across meeting rooms: video + voice channel + screen sharing

IV. ROLES AND TASKS RELATED TO PROGRAM MANAGEMENT (PM AND PSO)

This section specifies the roles which may be provided by the Provider or by the Customers or to be provided by both, as per respective Task Validation Decision. More than one Role described in Section IV.1 can be performed by the same member of the Provider's staff.

Table IV.-1 ROLES AND RESPONSIBILITIES RELATED TO PROGRAM MANAGEMENT

ROLE	ROLE OWNER	RESPONSIBILITIES <i>Note: Detailed descriptions of tasks and responsibilities will be provided in respective Task Validation Decision</i>	REQUIRED QUALIFICATIONS/SKILLS/EXPERTISE
Project Leader (PL)	Nominated by ANSP and/or external experts approved by SC	<p>General:</p> <p>Manage and steer the Task, taking into account the applicable regulative requirements on FAB CE level, develop and apply tools for appropriate Task planning, monitoring and support. Draft/review PMP, define and update detailed planning draft Task progress reports</p> <p>Task Meetings (with the support of PSO):</p> <p>Organise and manage Project meetings</p> <p>Create agendas for Project meetings</p> <p>Create/review minutes of Project meetings</p> <p>FAB CE Meetings:</p> <p>Participate in the PMMs</p> <p>Participate in Steering Committee and Sub Committees when needed</p> <p>Force meetings when required</p> <p>Participate in the Ad-Hoc Team when required</p> <p>Task Deliverables (with the support of PSO):</p> <p>Draft Review Task deliverables</p> <p>Follow-up and support the approval process of deliverables</p> <p>Review Overall Added Value of the Task</p> <p>Safety:</p> <p>Appoint a Safety Officer for safety-related tasks</p> <p>Plan required safety management activities</p> <p>Monitor the progress of safety management activities with the safety officer</p> <p>Report on the status of the safety activities at the PMM</p>	<ul style="list-style-type: none"> ▪ University or academic degree/or ATCO licence is preferred ▪ English language proficiency ▪ Computer literacy ▪ PMP or similar project management certificate <p>or</p> <ul style="list-style-type: none"> ▪ Minimum of 5 year experience in project management in ANS industry environment in the related domain

		<p>Responsibilities:</p> <ul style="list-style-type: none"> • escalation of issues under respective responsibility area • identification of risks under respective responsibility area and making recommendations for elimination • budgeting of costs and resources at Task level • Task planning and coordination under respective responsibility area • fulfilment of tasks as per specifications/instructions under respective responsibility area 	
Work Package Leaders	Nominated ANSP experts selected on request of the Project Leader	<p>Support Project Leader in achieving the objectives of the Project</p> <p>Manage and steer the respective working package (“WP”)</p> <p>Report to Project Leader on the WP development</p> <p>Drafting of the WP deliverables with the support of PSO</p> <p>Review the WP deliverables</p> <p>Organise WP meetings</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • escalation of issues under respective responsibility area-responsibility for identification of risks under respective responsibility area and making recommendations for elimination • responsibility for budgeting of costs and resources at WP level • WP planning and coordination under respective responsibility area • responsibility for fulfilment of tasks as per specifications/instructions under respective responsibility area 	<ul style="list-style-type: none"> ▪ University or academic degree/or ATCO licence is preferred ▪ English language proficiency ▪ Computer literacy ▪ minimum of 2-year experience of project work in ANS industry environment in the respective domain
PSO Expert	Experts nominated by ANSPs and/or external experts	<p>Provide professional support to Program Manager/ Project Leaders/ Work Package Leaders and Sub Committees/Task Forces in the execution of the FAB CE Program and in drafting and reviewing Task deliverables and by implementing best practices within given limit of effort under the supervision of the Programme Manager, upon request.</p> <p>Participate in Task meetings, PMM and other meeting on request within given limit of effort</p>	<p><u>Levels of Experts:</u></p> <p><u>Legal/Financial Domain Expert</u></p> <p>University or academic degree</p> <p>English language proficiency</p> <p>Computer literacy</p> <p>Demonstrated experience in respective domain of knowledge (e. g. procurement etc.)</p> <p>Overall understanding of business processes</p> <p><u>ATM Domain Expert</u></p>

		<p>Regular reporting to PMr on the status of the development in the area of his/her responsibility</p> <p>Support the FAB CE Program and other FAB CE structures on request within given limit of effort.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • fulfilment of tasks as per specifications/instructions under respective responsibility area • drafting analysis, recommendations, solutions, processes, deliverable documents and other professional contributions as per instructions. • escalation of issues under respective responsibility area • identification of risks under respective responsibility area and making recommendations for elimination 	<ul style="list-style-type: none"> ▪ University or academic degree/or ATCO licence in OPS area of responsibility ▪ English language proficiency ▪ Computer literacy ▪ Min 5 years of professional experience in ANS industry projects ▪ Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, SDM, ICAO etc). <p><u>Program Management Expert</u></p> <ul style="list-style-type: none"> ▪ University or academic degree ▪ English language proficiency ▪ Computer literacy ▪ Min 5 years of professional experience in Program Management ▪ Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, SDM, ICAO etc). <p><u>Senior Industry Experts</u> see: Industry Expert, but with min 5 years of professional experience in ANS industry projects Demonstrated experience in a leading role at ANS industry organisation or industry regulatory body (EC, ECTL, ICAO,...), business understanding and leadership skills</p>
PSO Administrators		<p>Provide administrative support to Program Manager/ Project Leaders/ Work Package Leaders in the execution of the FAB CE Program</p> <p>Support the FAB CE Program and other Program Bodies on request by:</p> <ul style="list-style-type: none"> • Taking minutes on meetings upon request and ensure distribution of them, collecting reviews of participants and store final versions on the FAB CE Repositories 	<ul style="list-style-type: none"> ▪ Secondary school ▪ English language proficiency ▪ Computer literacy ▪ Project document configuration experience

	Administrators nominated by ANSPs/or external administrators	<ul style="list-style-type: none"> • Support in preparation for presentations or preparation of documents upon request • Maintain project documentation, files and records for storing them in the pre-defined repositories of the FAB CE Programme (e.g. OST) • Provide document management services and procedures • Support meetings in all domains and levels of FAB CE, including documental preparation (writing Agendas, preparing needed documents, and attachments) as well as ensuring technical facilities (e.g. rooms reservation, catering or entry permissions) • Provide written or verbal report on PSO tasks for the Program Manager • Ensure editorial consistency of the documents prepared for approval processes • Configure deliverables and issues defined by PMr • Maintain Distribution Lists and Programme Directory • Support access/rights to OST repository • Maintain the FAB CE Calendar 	
Safety Officers	Nominated ANSP and/or external expert	<p>Assisting the Project Leader on safety related activities of the Task</p> <p>Submitting regular Task Safety Report reports on the status of the Task safety activities in accordance with the approved FAB CE Safety documentation</p> <p>Drafting Planning and estimation of the effort for the safety management activities and reporting to Project Leader</p> <p>Management of safety management activities</p> <p>Coordination of safety management activities with the SAF SubC, if applicable</p> <p>Review and release of safety management deliverables</p>	<ul style="list-style-type: none"> ▪ University or academic degree preferred ▪ English language proficiency ▪ Computer literacy ▪ Min 3 years of professional experience in ATM Safety Management ANS industry projects ▪ Demonstrated understanding of ATM regulatory bodies (EC, EASA, ECTL, SDM, ICAO etc).
Sub-Committee	Expert nominated by ANSP	Defined by respective Term of Reference ("ToR")	

e Members			
Task Force Members	Nominate d by ANSP	Defined by respective ToR	
Steering Committe e Members	Delegated by ANSP's	Cooperation Agreement and defined in the respective ToR	
CEOC Members	CEOs of ANSP's	Cooperation Agreement	

ENVELOPE

SENDER:

Contact person: _____

Telephone: _____

Telefax: _____

E-mail: _____

- ☐ tender
☐ amendment
☐ withdrawal

DO NOT OPEN – TENDER

PUBLIC CONTRACT PSO II

(to be completed by the contracting authority's mailroom):

Date of receipt: _____

Hour of receipt: _____

Consecutive number of the
tender: _____

Signature: _____

ADDRESSEE:

FABCE, letalske storitve, d. o. o.
Zgornji Brnik 130N

4210 Brnik – Aerodrom

Slovenia