



Številka 43009-6/2025-3
Datum: 11. 9. 2025

DOKUMENTACIJA V ZVEZI Z ODDAJO JAVNEGA NAROČILA

Modernizacija podatkovnih tokov (enotna podatkovna točka in implementacija sistema SWIM)

ODPRTI POSTOPEK

POVABILO K SODELOVANJU

Na podlagi Zakona o javnem naročanju (Uradni list RS, št. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 in 88/23 – ZOPNN-F; v nadaljevanju: ZJN-3) in skladno z dokumentacijo v zvezi z oddajo javnega naročila po odprtem postopku vas vabimo k oddaji ponudbe za **Modernizacijo podatkovnih tokov (enotna podatkovna točka in implementacija sistema SWIM)**.

Predmet javnega naročila je podrobneje opredeljen v tehničnih specifikacijah, ki so sestavni del dokumentacije v zvezi z oddajo javnega naročila.

Podatki in naslov naročnika:

Ministrstvo za okolje, podnebje in energijo
Agencija Republike Slovenije za okolje
Vojkova cesta 1b
1000 Ljubljana
Slovenija
Davčna številka: 29335833

Oznaka javnega naročila: 43009-6/2025

Ponudba naj vključuje vse zahtevane elemente in sestavine za oddajo ponudbe skladno z navodili ponudnikom za pripravo ponudbe.

Naročnik mora ponudbo prejeti **do dne 13. 10. 2025 do 12. ure** v informacijski sistem e-JN.

Javno odpiranje ponudb bo potekalo samodejno v informacijskem sistemu e-JN **dne 13. 10. 2025 ob 13. uri**.

mag. Gregor Sluga
namestnik generalnega direktorja

NAVODILA PONUDNIKOM ZA PRIPRAVO PONUDBE

1. Predmet javnega naročila

Na Agenciji Republike Slovenije za okolje (v nadaljevanju: ARSO) posodabljammo načine, sprejemanja, obdelovanja, hrambe in posredovanja meteoroloških in hidroloških podatkov ter informacij o stanju okolja oziroma obvladovanja podatkovnih tokov.

Na področju obvladovanja podatkovnih tokov so bile prepoznane naslednje nujne aktivnosti, ki morajo biti izvedene bodisi zaradi posodobitve poslovnih procesov, novih podatkovnih virov ali zaradi sprememb zakonodaje, ki ureja zadevno področje, in sicer:

- omogočanje dostopa do meteoroloških in drugih informacij v strojno berljivi obliki preko enotne podatkovne točke skladno z:
 - Direktivo EU 2019/1024 o odprtih podatkih in ponovni uporabi informacij javnega sektorja
 - Izvedbeno uredbo Komisije (EU) 2023/138 o določitvi seznama posebnih naborov podatkov velike vrednosti ter ureditve za njihovo objavo in ponovno uporabo
- omogočanje distribucije podatkov in produktov v strojno berljivi obliki z enotnimi specifikacijami SWIM (System Wide Information System) na področju letalske meteorologije skladno z:
 - Izvedbeno Uredbo Komisije (EU) 2021/116 o vzpostavitvi prvega skupnega projekta za podporo izvajanju osrednjega načrta za upravljanje zračnega prometa v Evropi.

S predmetnim javnim naročilom bosta pridobljena tako dostopnost do informacijskih sistemov, ki implementirajo zahtevane funkcionalnosti v zgoraj navedenih pravnih okvirjih, kot tudi dostopnost do virov, ki bodo omogočili integracijo informacijskih sistemov v obstoječe informacijske sisteme ARSO.

Dostop do meteoroloških in drugih informacij v strojno berljivi obliki bo izveden v okviru projekta *Nadgradnja sistema za opozarjanje in osveščanje na vremensko pogojene izredne razmere ter prilagajanje nanje v spremenjenem podnebju (SOVIR)*, ki ga sofinancirata Republika Slovenija in Evropska unija iz Kohezijskega sklada. Z izvedbo teh aktivnosti bomo prispevali k doseganju naslednjih rezultatov projekta:

- izdelavi podatkovnega vozlišča za optimiziran dostop do podatkov;
- izdelavi novega spletišča.

S tem bomo prispevali k doseganju enega izmed ciljev projekta SOVIR, in sicer: prenovljene spletne vsebine za ozaveščanje in opozarjanje javnosti z namenom zmanjšanja naravne ogroženosti ljudi in zaščite njihovega premoženja ob vremensko pogojenih nesrečah.

Predmet javnega naročila je najem, namestitev, integracija in prilagoditev dveh (2) posameznih modulov programske opreme oziroma informacijskih sistemov v obstoječe podatkovne tokove, ter izvedba šolanja na daljavo (online). V okviru Modula 1 bo nameščen in integriran informacijski sistem za vzpostavitev enotnega skladišča in distribucijskega sistema za objektne in rastrske meteorološke podatke, v okviru Modula 2 pa informacijski sistem za sprejem in distribucijo specifičnih meteoroloških podatkov za potrebe letalstva v okviru sistema SWIM. Oba informacijskega sistema, ki sta predmet JN, bosta nameščena na infrastrukturi ARSO.

Informacijski sistem za vzpostavitev enotnega skladišča in distribucijskega sistema za objektne in rastrske meteorološke podatke bo financiran iz projekta SOVIR, ki ga sofinancirata Republika Slovenija

in Evropska unija iz Kohezijskega sklada, informacijski sistem iz modula 2 pa z integralne proračunske postavke "Meteorološka zaščita letalskega prometa".

2. Pravna podlaga za oddajo javnega naročila

Postopki oddaje javnih naročil Agencije Republike Slovenije za okolje se izvajajo na podlagi veljavnega zakona in podzakonskih aktov, ki urejajo javno naročanje, v skladu z veljavno zakonodajo, ki ureja področje javnih financ ter veljavno zakonodajo, ki ureja področje predmeta javnega naročila.

Za oddajo predmetnega javnega naročila se uporabi odprti postopek naročila v skladu s 40. členom ZJN-3.

3. Jezik v katerem mora ponudnik pripraviti ponudbo

Ponudnik mora predložiti vse dokumente, ki sestavljajo ponudbeno dokumentacijo, v slovenskem jeziku, razen dokumentacije za ugotavljanje sposobnosti (poglavje 9. teh navodil) in za dokazovanje izpolnjevanja meril, ki je lahko tudi v angleškem jeziku.

Naročnik si pridržuje pravico, da od ponudnika zahteva, da del ponudbe, ki ni predložen v slovenskem jeziku, na lastne stroške uradno prevede v slovenski jezik, če ob pregledovanju in ocenjevanju ponudb meni, da je to potrebno, ter mu za to določi ustrezen rok, ki ne sme biti krajši od dveh (2) delovnih dni. Za presojo spornih vprašanj se vedno uporablja ponudba oziroma uradni prevod v slovenskem jeziku.

4. Dostop do dokumentacije v zvezi z oddajo javnega naročila in pojasnila v zvezi z njo

Dokumentacija v zvezi z oddajo javnega naročila je dostopna na naslovu: <https://www.enarocanje.si/> oziroma na portalu javnih naročil. Odkupnine za dokumentacijo v zvezi z oddajo javnega naročila ni.

Vse zahteve za dodatna pojasnila oziroma informacije v zvezi s predmetnim postopkom se posredujejo izključno preko portala javnih naročil. Vsi odgovori bodo objavljeni na omenjenem portalu in jih naročnik ne bo posebej posredoval.

Zahteve za dodatna pojasnila oziroma informacije lahko ponudniki naslovijo najkasneje do dne 1. 10. 2025 do 10. ure. Na zahteve za pojasnila oziroma druga vprašanja v zvezi z naročilom, zastavljena po tem roku, naročnik ne bo odgovarjal.

Pred potekom roka za prejem ponudb lahko naročnik dopolni dokumentacijo v zvezi z oddajo javnega naročila. Vse bistvene spremembe in dopolnitve dokumentacije v zvezi z oddajo javnega naročila bo naročnik podal najkasneje šest (6) dni pred rokom za prejem ponudb. Vsaka taka dopolnitev bo sestavni del dokumentacije v zvezi z oddajo javnega naročila in bo posredovana preko portala javnih naročil. Kot del razpisne dokumentacije štejejo tudi vprašanja in odgovori, objavljeni na portalu javnih naročil. Naročnik bo po potrebi podaljšal rok za prejem ponudb, da bo ponudnikom omogočil upoštevanje dopolnitev. S spremembo roka za prejem ponudb se pravice in obveznosti naročnika in ponudnikov vežejo na nove roke, ki posledično izhajajo iz podaljšanega roka za prejem ponudb.

5. Način predložitve ponudbe

Ponudniki morajo ponudbe predložiti v informacijski sistem e-JN na spletnem naslovu <https://ejn.gov.si>. Način predložitve ponudbe s strani ponudnika je opisan v Navodilih za uporabo informacijskega sistema e-JN: PONUDNIKI, ki je del te razpisne dokumentacije in je objavljen na spletnem naslovu <https://ejn.gov.si>.

Ponudnik se mora pred oddajo ponudbe registrirati na spletnem naslovu <https://ejn.gov.si>, v skladu z Navodili za uporabo informacijskega sistema e-JN. Če je ponudnik že registriran v sistem e-JN, se v aplikacijo prijavi na istem naslovu.

Ponudbo odda uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajo ponudb. Informacijski sistem e-JN ob oddaji ponudbe zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika, Uradni list, št. 97/07 – uradno prečiščeno besedilo, 64/16-odl. US in 20/18 – OROZ631). Z oddajo ponudbe je le ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo ponudb.

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko informacijskega sistema e-JN (<https://ejn.gov.si>) najpozneje do roka določenega za prejem ponudb v povabilu k sodelovanju. Za oddano ponudbo se šteje ponudba, ki je v informacijskem sistemu e-JN označena s statusom »ODDANA«.

6. Sprememba in umik ponudbe

Ponudnik lahko do roka za oddajo ponudb svojo ponudbo umakne ali spremeni. Če ponudnik v informacijskem sistemu e-JN svojo ponudbo umakne, se šteje, da ponudba ni bila oddana in je naročnik v informacijskem sistemu e-JN tudi ne bo videl. Če ponudnik svojo ponudbo v informacijskem sistemu e-JN spremeni, se v informacijskem sistemu e-JN odpre zadnja oddana ponudba.

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati.

7. Odpiranje ponudb

Javno odpiranje ponudb poteka samodejno v informacijskem sistemu e-JN. Ob času, ki je določen za javno odpiranje ponudb, informacijski sistem e-JN odpre ponudbe, prikaže podatke o ponudniku in skupni ponudbeni vrednosti ter omogoči dostop do ponudbenega predračuna.

8. Ponudba

Ponudba mora vsebovati vse spodaj naštetе ustrezno izpolnjene obrazce in ostalo zahtevano dokumentacijo:

1. Enotni evropski dokument v zvezi z oddajo javnega naročila (ESPD) – za vse gospodarske subjekte v ponudbi;
2. Podatki o podizvajalcih (OBR-1) – v primeru izvajanja javnega naročila s podizvajalci;
3. Soglasje podizvajalca za neposredno plačilo (OBR-2) – v primeru izvajanja javnega naročila s podizvajalci, ki zahtevajo neposredno plačilo;
4. Ponudbeni predračun (OBR-3) - naložen v informacijski sistem e-JN pod razdelek »Skupna ponudbena cena«, v del »Predračun« (datoteka pdf);
5. Potrdilo reference gospodarskega subjekta (OBR-4);
6. Izjava o skladnosti programske opreme (OBR-5);
7. Dokazila iz točke 9. teh navodil.

Ponudniki morajo ponudbo predložiti na predpisanih obrazcih brez dodatnih pogojev. Pripisi in dodatni pogoji ponudnika na predpisanih ali ponudnikovih lastnih obrazcih, ki niso skladni z zahtevami naročnika iz predmetne dokumentacije v zvezi z oddajo javnega naročila, ne bodo upoštevani in so lahko razlog za zavrnitev ponudbe ponudnika.

Ponudba mora veljati najmanj tri (3) mesece po izteku roka za prejem ponudb.

Variantne ponudbe niso dopustne. Ponudba, ki bo vsebovala variantno ponudbo, bo iz postopka oddaje javnega naročila izločena kot nedopustna.

Naročnik ponudnike seznaja, da bo, skladno s programskimi navodili projekta SOVIR, zaradi izvedbe postopkov upravljalnih preverjanj, vsa ponudbena dokumentacija (kar med drugim vključuje tudi

dokumentacijo, ki vsebuje osebne podatke, ter dokumentacijo oziroma podatke, ki so označene kot poslovna skrivnost), ki jo bodo ponudniki predložili v okviru predmetnega javnega naročila (tudi dokumentacija, ki bo predložena v okviru pozivov za dopolnitev/pojasnilo/odpravo računskih napak) oziroma bo pridobljena s strani naročnika iz uradnih evidenc, posredovana organom, ki za omenjeni projekt izvajajo postopke zgoraj navedenih preverjanj.

Ponudnik v informacijski sistem e-JN (razdelek »Skupna ponudbena vrednost«) vpiše skupni ponudbeni znesek v EUR brez DDV in znesek DDV; znesek v EUR z DDV se izračuna samodejno. V primeru razlikovanja med podatki v razdelku »Skupna ponudbena vrednost« in podatki v ponudbenem predračunu (OBR-3) bo naročnik upošteval podatke v ponudbenem predračunu (OBR-3).

Ponudnik mora v Predračunu ponujati vse pozicije, ob upoštevanju tehničnih specifikacij, ki so del dokumentacije v zvezi z oddajo javnega naročila.

Ponudnik izpolni vse postavke predračuna, in sicer največ na dve decimalni mesti. V kolikor ponudnik cene v posamezno postavko ne vpiše, se šteje, da predmetne postavke ne ponuja in tako ne izpolnjuje vseh zahtev naročnika iz predmetne dokumentacije v zvezi z oddajo javnega naročila. V kolikor ponudnik vpiše ceno nič (0) EUR, se šteje, da ponuja postavko brezplačno. Ponudnik ne sme spreminjati vsebine predračuna.

V primeru, da bo naročnik pri pregledu in ocenjevanju ponudb odkril očitne računske napake, bo ravnal v skladu s sedmim odstavkom 89. člena ZJN-3.

Na poziv naročnika bo moral izbrani ponudnik v postopku javnega naročanja ali pri izvajanju javnega naročila, v roku osmih (8) dni od prejema poziva, posredovati podatke o:

- svojih ustanoviteljih, družbenikih, vključno s tihimi družbeniki, delničarjih, komanditistih ali drugih lastnikih in podatke o lastniških deležih navedenih oseb,
- gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so z njim povezane družbe.

Ponudnik, ki odda ponudbo, pod kazensko in materialno odgovornostjo jamči, da so vsi podatki in dokumenti, podani v ponudbi, resnični in da priložena dokumentacija ustreza originalu. V nasprotnem primeru ponudnik naročniku odgovarja za vso škodo, ki mu je zaradi tega nastala.

Ponudniki prevzemajo vse stroške, vezane na pripravo, izdelavo in predložitev ponudbe, vključno z morebitnimi drugimi stroški, ki bi jim nastali v postopku izbire najugodnejšega ponudnika.

9. Ugotavljanje sposobnosti

Pri ponudniku ne smejo obstajati razlogi za izključitev, hkrati pa mora ponudnik izpolnjevati vse v tej točki navedene pogoje za sodelovanje. Za dokazovanje izpolnjevanja pogojev za ugotavljanje sposobnosti mora ponudnik priložiti dokazila, kot so navedena pri vsakemu zahtevanemu pogoj.

Ob predložitvi ponudbe bo naročnik namesto potrdil, ki jih izdajajo javni organi ali tretje osebe, kot predhodni dokaz sprejel ESPD, ki vključuje uradno izjavo gospodarskega subjekta, da ne obstajajo razlogi za izključitev in da izpolnjuje pogoje za sodelovanje, hkrati pa zagotavlja ustrezne informacije, ki jih zahteva naročnik. Poleg tega je v ESPD naveden uradni organ ali tretja oseba, odgovorna za izdajo dokazil, vključuje pa tudi uradno izjavo o tem, da bo gospodarski subjekt na zahtevo in brez odlašanja sposoben predložiti ta dokazila. Navedbe v ESPD in dokazila, ki jih predloži gospodarski subjekt, morajo biti veljavni. Naročnik lahko kadarkoli med postopkom pozove ponudnike, da predložijo vsa dokazila ali del dokazil v zvezi z navedbami v ESPD.

V ESPD mora gospodarski subjekt navesti vse informacije, na podlagi katerih bo naročnik potrdila ali druge potrebne informacije pridobil z neposrednim dostopom do nacionalne baze podatkov in podati soglasje za naročnikovo pridobitev dokazil. Ponudnik v ESPD v Del II: Informacije v povezavi z

gospodarskim subjektom, pod točko B: Informacije o predstavnikih gospodarskega subjekta, v zadnji okvir vnese EMŠO zakonitega zastopnika, katerega naročnik potrebuje za pridobitev podatkov e-Dosje.

Gospodarski subjekt naročnikov ESPD (datoteka XML) najprej shrani in nato uvozi na spletni strani portala e-JN (<https://ejn.gov.si/espd>) ter neposredno vnese zahtevane informacije in podatke. Izpolnjen in podpisan ESPD mora biti v ponudbi priložen za vse gospodarske subjekte, ki v kakršni koli vlogi sodelujejo v ponudbi (ponudnik, sodelujoči ponudniki v primeru skupne ponudbe, gospodarski subjekti, na katerih kapacitete se sklicuje ponudnik in podizvajalci).

Način izpolnitve ESPD s strani gospodarskega subjekta je opisan v navodilih za uporabo ESPD na naslovu <https://ejn.gov.si/sistem/usmeritve-in-navodila/navodila-in-obrazci.html>. Odgovori na pogosta vprašanja so objavljeni na spletni strani Evropske komisije <https://ec.europa.eu/docsroom/documents/17242/attachments/1/translations>.

Ponudnik, ki v sistemu e-JN oddaja ponudbo, naloži svoj elektronsko podpisan ali nepodpisan ESPD (datoteka XML) v razdelek »ESPD – ponudnik«. V primeru nepodpisanega ESPD se v skladu s Splošnimi pogoji uporabe informacijskega sistema e-JN šteje, da je oddan pravno zavezujoč dokument, ki ima enako veljavnost kot podpisan ESPD. Za ostale sodelujoče (sodelujoči ponudniki v primeru skupne ponudbe, gospodarski subjekti, na katerih kapacitete se sklicuje ponudnik, podizvajalci) ponudnik naloži podpisan ESPD v pdf obliki, ali v elektronski obliki podpisan xml v razdelek »ESPD – ostali sodelujoči«. Elektronsko podpisovanje ESPD je omogočeno preko SIPASS (<https://sicas.gov.si/CES-Sign/sign/sign.htm>).

Naročnik lahko pred oddajo javnega naročila od izbranega ponudnika zahteva, da predloži najnovejša dokazila (potrdila, izjave) kot dokaz izpolnjevanja pogojev za ugotavljanje sposobnosti. Gospodarski subjekt lahko predmetna dokazila predloži tudi sam. Naročnik si v primeru dvoma o resničnosti ponudnikovih izjav v ESPD pridržuje pravico preveriti obstoj in vsebino navedb v ponudbi. Naročnik si pridržuje pravico od ponudnika zahtevati dodatna pooblastila za pridobitev podatkov iz uradnih evidenc, ki bi jih potreboval pri preverjanju podatkov v uradnih evidencah. V primeru, da ponudnik na zahtevo naročnika ne bo predložil pojasnil, dodatnih dokazil ali pooblastil, bo naročnik ponudbo zavrnil kot nedopustno.

Ponudnik lahko dokazila o neobstoju izključitvenih razlogov iz točke 9.1. dokumentacije v zvezi z oddajo javnega naročila predloži tudi sam. Naročnik si pridružuje pravico do preveritve verodostojnosti predloženih dokazil pri podpisniku le-teh.

V kolikor ponudnik nima sedeža v Republiki Sloveniji in ne more pridobiti in predložiti zahtevanih dokumentov, ker država, v kateri ima ponudnik svoj sedež, ne izdaja takšnih dokumentov, jih je mogoče nadomestiti z zapriseženo izjavo oziroma z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt. Informacije o tem, katera dokazila je mogoče pridobiti v posamezni državi članici EU in kateri organ jih izdaja, so na voljo v aplikaciji e-Certis, ki je dostopna na spletni strani Evropske komisije (<https://ec.europa.eu/tools/ecertis/>).

Za ponudbe s podizvajalci je potrebno upoštevati še točko 11. teh navodil. V primeru predložitve skupne ponudbe je potrebno upoštevati točko 12. teh navodil.

9.1. Razlogi za izključitev

1. Gospodarskemu subjektu ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem, je bila izrečena pravnomočna sodba za kazniva dejanja, navedena v prvem odstavku 75. člena ZJN-3, ali za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča.

Gospodarski subjekt, ki je v zgoraj navedenem položaju, lahko skladno z devetim odstavkom 75. člena ZJN-3 najkasneje do roka za oddajo ponudb predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razloga za izključitev.

Dokazilo: Izpolnjen obrazec ESPD – v delu III: Razlogi za izključitev, A: **Razlogi, povezani s kazenskimi obsodbami.**

V kolikor je odgovor v tem primeru »DA«, se v navedena polja vpiše podatke, ki jih od gospodarskega subjekta zahteva ESPD. V primeru, da gospodarski subjekt uveljavlja popravni mehanizem, z odgovorom »Da« na vprašanje »*Ste sprejeli ukrepe, s katerimi ste dokazali svojo zanesljivost ("samočiščenje")?*« v polje »*Prosimo opišite jih**« napiše kršitve in ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razlogov za izključitev.

IN

Izpolnjen obrazec ESPD – v delu II: Informacije v povezavi z gospodarskim subjektom, B: **Informacije o predstavnikih gospodarskega subjekta**, kamor se navede vse zakonite zastopnike in se v polje »Po potrebi navedite dodatne informacije o predstavnstvu (njegove oblike, namen, EMŠO...)« navede njihov EMŠO za namen pridobitve podatkov iz kazenske evidence. S klikom na znak »+« lahko gospodarski subjekt doda nov sklop polj za vnos več zakonitih zastopnikov.

Kandidat lahko potrdila iz kazenske evidence priloži tudi sam. Tako predložena potrdila morajo odražati zadnje stanje, v nobenem primeru pa ne smejo biti starejša od štirih (4) mesecev, šteto od roka za oddajo ponudb ali prijav.

2. Gospodarski subjekt ima na rok za oddajo ponudbe neplačane zapadle obvezne dajatve in druge denarne nedavčne obveznosti v skladu z zakonom, ki ureja finančno upravo, ki jih pobira davčni organ v skladu s predpisi države, v kateri ima sedež, ali predpisi države naročnika, v vrednosti 50 eurov ali več.

Dokazilo: ESPD – v delu B: **Razlogi, povezani s plačilom davkov ali prispevkov za socialno varnost.**

3. Gospodarski subjekt na rok za oddajo ponudbe nima predloženih vseh obračunov davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do roka za oddajo ponudbe.

Dokazilo: ESPD – v delu B: **Razlogi, povezani s plačilom davkov ali prispevkov za socialno varnost.**

4. Nad gospodarskim subjektom se je začel postopek stečaja ali postopek zaradi insolventnosti ali prisilnega prenehanja po zakonu, ki ureja postopek zaradi insolventnosti in prisilnega prenehanja, ali postopek likvidacije po zakonu, ki ureja gospodarske družbe, njegova sredstva ali poslovanje upravlja upravitelj ali sodišče, ali so njegove poslovne dejavnosti začasno ustavljene, ali se je v skladu s predpisi druge države nad njim začel postopek ali pa je nastal položaj z enakimi pravnimi posledicami.

Gospodarski subjekt, ki je v zgoraj navedenem položaju, lahko skladno z devetim odstavkom 75. člena ZJN-3 najkasneje do roka za oddajo ponudb predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razloga za izključitev.

Dokazilo: ESPD – v delu C: **Razlogi, povezani z insolventnostjo, nasprotjem interesov ali kršitvijo poklicnih pravil.**

5. Gospodarski subjekt je na dan, ko poteče rok za oddajo ponudb, izločen iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja.

Dokazilo: ESPD – v delu D: **Nacionalni razlogi za izključitev.**

6. Gospodarskemu subjektu je bila v zadnjih treh letih pred potekom roka za oddajo ponudbe s pravnomočno odločitvijo ali več pravnomočnimi odločitvami pristojnega organa Republike Slovenije ali druge države članice ali tretje države izrečena globa za prekršek zaradi ugotovljenih najmanj dveh kršitev v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno.

Gospodarski subjekt, ki je v zgoraj navedenem položaju, lahko skladno z devetim odstavkom 75. člena ZJN-3 najkasneje do roka za oddajo ponudb predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razloga za izključitev.

Dokazilo: ESPD – v delu D: **Nacionalni razlogi za izključitev.**

7. Gospodarski subjekt je:
- ruski državljan ali fizična ali pravna oseba, subjekt ali organ s sedežem v Rusiji,
 - pravna oseba, subjekt ali organ, katerih več kot 50-odstotni delež je v neposredni ali posredni lasti subjekta iz prejšnje alineje, ali
 - fizična ali pravna oseba, subjekt ali organ, ki deluje v imenu ali po navodilih subjektov iz prejšnjih dveh alinej.

Naročnik bo v skladu s prvim odstavkom člena 1h sklepa Sveta (SZVP) 2022/578 z dne 8. aprila 2022 o spremembi Sklepa 2014/512/SZVP o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, iz postopka javnega naročanja kadarkoli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt v situaciji iz te podtočke.

Dokazilo: Izpolnjen ESPD – za vse gospodarske subjekte v prijavi.

9.2. Pogoji za sodelovanje

Obrazci izjav za dokazovanje izpolnjevanja pogojev za sodelovanje so del dokumentacije v zvezi z oddajo javnega naročila. Izjave so lahko predložene na teh obrazcih ali na ponudnikovih, ki pa vsebinsko ne smejo bistveno odstopati od priloženih obrazcev. V kolikor je starost dokumenta pomembna, je to izrecno navedeno pri posameznem dokumentu, ne glede na to pa velja, da morajo vsi predloženi dokumenti odražati zadnje stanje.

V kolikor je ponudnik samostojni podjetnik in ne more pridobiti ali predložiti zahtevanih dokumentov, mora predložiti primerne dokumente, iz katerih izhaja izpolnjevanje zahtevanih pogojev.

Gospodarski subjekt lahko dokazuje izpolnjevanje pogojev v zvezi s tehnično in strokovno sposobnostjo z uporabo zmogljivosti drugih subjektov, ne glede na pravno razmerje med njimi. Glede pogojev v zvezi z izobrazbo in strokovno usposobljenostjo izvajalca in vodstvenih delavcev podjetja ter pogojev v zvezi z ustreznimi poklicnimi izkušnjami pa lahko gospodarski subjekt uporabi zmogljivosti drugih subjektov le, če bodo slednji dobavljali opremo ali izvajali storitve, za katere se zahtevajo te zmogljivosti. V tem primeru mora gospodarski subjekt v ponudbi dokazati, da bo imel na voljo potrebna sredstva (npr. s predložitvijo zagotovil teh subjektov v ta namen) in za druge subjekte predložiti dokazila za izpolnjevanje pogojev za ugotavljanje sposobnosti (točka 9. teh navodil).

9.2.1. Tehnična in strokovna sposobnost

1. Gospodarski subjekt je v zadnjih petih (5) letih pred rokom za prejem ponudb po pravilih stroke, pravočasno in kakovostno:
 - v vsaj eni od državnih meteoroloških služb članic skupine EUMETNET izvedel vsaj en (1) posel, katerega predmet je bila namestitev programske opreme za vzpostavitev enotnega skladišča in distribucijskega sistema za objektivne in rastrske meteorološke podatke
in
 - v eni od držav članic EU izvedel vsaj en (1) posel, katerega predmet je bila namestitev programske opreme SWIM.

Gospodarski subjekti lahko izpolnjujejo pogoj skupaj, kar pomeni, da lahko gospodarski subjekt strokovne sposobnosti izpolnjuje skupaj s partnerjem v skupni ponudbi ali s podizvajalcem, pri čemer mora vsak gospodarski subjekt izpolnjevati pogoj za tista dela, ki jih bo dejansko izvajal (v enakovrednem deležu).

Dokazila: ESPD - v delu IV: Pogoji za sodelovanje, razdelek C: Tehnična in strokovna sposobnost: **Za naročila storitev: Izvedba storitev določene vrste.**

IN

Ustrezno število s strani naročnikov referenčnih poslov potrjenih referenc. Gospodarski subjekt mora predložiti v celoti izpolnjeno potrdilo reference gospodarskega subjekta (OBR-4) najmanj v zahtevanem številu referenc. Javni ali zasebni naročnik, ki potrdi referenčno potrdilo, je tretja (pravna) oseba oziroma samostojni gospodarski subjekt, ki je neodvisen od ponudnika (navedenega potrdila ne more potrditi ponudnik sam sebi).

2. Gospodarski subjekt mora zagotoviti, da:
 - ponujena licenčna ureditev skladno s tehničnimi specifikacijami omogoča vzporedno delovanje programske opreme na 8 vCPE-jih in
 - je ponujena programska oprema skladna s tehničnimi specifikacijami OGC EDR standarda za Modul 1 in
 - je ponujena programska oprema skladna s tehničnimi specifikacijami System-wide information management (SWIM) za Modul 2 tega javnega naročila.

V primeru skupne ponudbe ali ponudbe s podizvajalci, mora pogoj za Modul 1 oziroma Modul 2 izpolnjevati vsak od partnerjev v skupni ponudbi, ki bo zagotavljal najem, namestitev, integracijo ali prilagoditev oziroma vsak podizvajalec, ki bo zagotavljal najem, namestitev, integracijo ali prilagoditev.

Dokazila: ESPD - v delu IV: Pogoji za sodelovanje, razdelek C: **Tehnična sredstva in ukrepi za zagotavljanje kakovosti.** Če gospodarski subjekt navedeni pogoj izpolnjuje, v polje »Prosimo opišite jih« vpiše »DA«.

IN

Izjava o skladnosti programske opreme (OBR-5) s priloženo dokumentacijo, ki dokazuje zahtevano skladnost iz prve alineje tega pogoja.

10. Merila za oddajo javnega naročila

Merilo za oddajo javnega naročila je **ekonomsko najugodnejša ponudba** določena na **podlagi najnižje skupne ponudbene vrednosti (cene) v EUR z DDV.**

Ponudbena cena mora vsebovati vse morebitne stroške in popuste. Naknadno naročnik ne bo priznal nobenih stroškov, ki niso zajeti v ponudbeno vrednost.

V primeru, da bo več ponudnikov v obrazcu »Ponudbeni predračun« (OBR-3) ponudilo enako najnižjo skupno ponudbeno ceno (v EUR z DDV), bo naročnik izbral najugodnejšega ponudnika glede na čas oddaje ponudbe. Izbrana bo tista ponudba, ki je bila prej oddana v sistemu e-JN.

11. Ponudba s podizvajalci

V primeru, da bo gospodarski subjekt izvedel javno naročilo s podizvajalci, mora v ponudbi navesti vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje, kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev (OBR-1) ter priložiti izpolnjen ESPD za vsakega podizvajalca in soglasje podizvajalca za neposredno plačilo (OBR-2), če podizvajalec to zahteva.

Neposredno plačilo podizvajalcu je obvezno le, če podizvajalec to zahteva. Če neposredno plačilo podizvajalcu ni obvezno, mora glavni izvajalec najpozneje v šestdesetih (60) dneh od plačila končnega računa poslati svojo pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedene storitve, neposredno povezane s predmetom javnega naročila. Če glavni izvajalec ne ravna v skladu s tem, naročnik Državni revizijski komisiji poda predlog za uvedbo postopka o prekršku.

V kolikor bodo pri podizvajalcu obstajali razlogi za izključitev iz točke 9.1. teh navodil, bo naročnik podizvajalca zavrnil.

12. Skupna ponudba

V primeru da skupina gospodarskih subjektov predloži skupno ponudbo, mora vsak izmed partnerjev v skupni ponudbi izpolnjevati vse pogoje iz točke 9.1. teh navodil. Vsak gospodarski subjekt v skupni ponudbi mora izpolniti ESPD posamično in v njem navesti vse zahtevane podatke. Posamezni gospodarski subjekti, ki nastopajo v skupni ponudbi, morajo predložiti vse zahtevane dokumente, ki se nanašajo na izpolnjevanje pogojev.

Pogoje iz točke 9.2. teh navodil lahko gospodarski subjekti izpolnjujejo skupaj oziroma mora pogoj izpolnjevati vsak gospodarski subjekt, ki bo vključen v izvedbo javnega naročila, za tiste dejavnosti, ki jih bo dejansko izvajal, kakor je navedeno pri posameznem pogoju.

V primeru, da bo skupina gospodarskih subjektov izbrana za izvedbo predmetnega javnega naročila, bo naročnik zahteval predložitev pravnega akta o skupni izvedbi javnega naročila (sporazum ali pogodba), v katerem bodo natančno opredeljene naloge in odgovornosti posameznih gospodarskih subjektov pri izvedbi naročila. Ne glede na to pa gospodarski subjekti odgovarjajo naročniku solidarno.

13. Odločitev o oddaji naročila

Naročnik bo ponudnike obvestil o odločitvi o oddaji naročila z objavo odločitve na Portalu javnih naročil.

14. Sklenitev pogodbe

Naročnik bo z izbranim ponudnikom sklenil pogodbo za izvedbo predmeta javnega naročila. Izbrani ponudnik bo pozvan k podpisu pogodbe.

Naročnik lahko od ponudnika, ki v predmetnem postopku javnega naročila odstopi od namere za sklenitev pogodbe, poleg zakonskih možnosti, ki jih ima po ZJN-3, zahteva tudi povračilo vse morebitno dodatno nastale škode zaradi takšnega ravnanja izbranega ponudnika.

15. Pravica zahtevka za revizijo

V skladu s 14. členom Zakona o pravnem varstvu v postopkih javnega naročanja (Uradni list RS, št. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17 in 72/19; v nadaljevanju: ZPVPJN) lahko zahtevo za pravno varstvo v postopku javnega naročila vložijo vsaka oseba, ki ima ali je imela interes za dodelitev

javnega naročila in ji je ali bi ji lahko z domnevno kršitvijo nastala škoda, in zagovorniki javnega interesa, določeni v drugem odstavku 6. člena ZPVPJN.

Zahtevek za revizijo se vloži prek portala eRevizija.

Zahtevek za revizijo, ki se nanaša na vsebino objave, povabilo k oddaji ponudbe ali razpisno dokumentacijo, se vloži v desetih (10) delovnih dneh od dneva objave obvestila o naročilu ali prejema povabila k oddaji ponudbe. Kadar naročnik spremeni ali dopolni navedbe v objavi, povabilu k oddaji ponudbe ali v razpisni dokumentaciji, se lahko zahtevek za revizijo, ki se nanaša na spremenjeno, dopolnjeno ali pojasnjeno vsebino objave, povabila ali razpisne dokumentacije ali z njim neposredno povezano navedbo v prvotni objavi, povabilu k oddaji ponudbe ali razpisni dokumentaciji, vloži v desetih (10) delovnih dneh od dneva objave obvestila o dodatnih informacijah, informacijah o nedokončanem postopku ali popravku, če se s tem obvestilom spreminjajo ali dopolnjujejo zahteve ali merila za izbiro najugodnejšega ponudnika. Zahtevka za revizijo ni dopustno vložiti po roku za prejem ponudb, razen če je naročnik v postopku javnega naročanja določil rok za prejem ponudb, ki je krajši od desetih (10) delovnih dni. V tem primeru se lahko zahtevek za revizijo vloži v desetih delovnih dneh od dneva objave obvestila o naročilu.

Takso v višini 4.000,00 EUR mora vlagatelj plačati na transakcijski račun Ministrstva za finance št. SI56 0110 0100 0358 802, odprt pri Banki Slovenije, sklic 16110-7111290-XXXXXX25, pri čemer je XXXXXX številka obvestila o naročilu na portalu javnih naročil, ki je podana v obliki JNXXXXXX/2025-SL1/01 oziroma JNXXXXXX/2025-EUe16/01. Navodila za sestavo sklica s primeri so dostopna na spletni Ministrstva za javno upravo.



PODATKI O PODIZVAJALCIH

Izjavljamo, da bomo pri izvedbi javnega naročila sodelovali z naslednjimi podizvajalci:

	Podizvajalec 1	Podizvajalec 2	Podizvajalec 3
Naziv			
Naslov			
Matična številka			
Identifikacijska številka za DDV			
Kontaktna oseba (ime, priimek, tel. št., el. naslov)			
Transakcijski račun, odprt pri banki			
Zakoniti zastopnik			
Delež javnega naročila, ki ga prevzema			
Vrsta del, ki jih prevzema			
Neposredno plačilo (DA/NE)			

Datum:

Podpis pooblaščenice osebe:



SOGLASJE PODIZVAJALCA ZA NEPOSREDNO PLAČILO

Podizvajalec

(naziv, naslov)

dajem soglasje, na podlagi katerega naročnik Ministrstvo za okolje, podnebje in energijo, Agencija Republike Slovenije za okolje, za javno naročilo z oznako 43009-6/2025, katerega predmet je izvedba **Modernizacije podatkovnih tokov (enotna podatkovna točka in implementacija sistema SWIM)**,

namesto ponudnika

(naziv, naslov)

poravna naše terjatve do ponudnika neposredno nam.

Kraj in datum:

Podpis odgovorne osebe
podizvajalca:



PONUDBENI PREDRAČUN

za javno naročilo:

Modernizacija podatkovnih tokov (enotna podatkovna točka in implementacija sistema SWIM)

1. PONUDNIK:

(naziv in naslov ponudnika)

2. PONUDBENA CENA

Ponudbene cene, skladno z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila, tehničnimi specifikacijami ter določili pogodbe znašajo:

Zap. št./No.	Predmet naročila/subject of the tender (v skladu s tehničnimi specifikacijami)	Enota/ Unit	Količina/ Quantity	Cena na enoto v EUR brez DDV/Unit price in EUR excluding VAT	Skupna cena v EUR brez DDV/Total price in EUR excluding VAT	Skupna cena v EUR z 22% DDV/Total price in EUR including 22% VAT
Modul 1:						
1.	Instalacija sistema v skladu s tehničnimi specifikacijami / Installation of the system in accordance with the technical specifications	Kos/ Piece	1			
2.	Najem programske opreme / Software Licensing	Leto/Year	3			
3.	Šolanja za uporabnike skladno z zahtevami v tehničnih specifikacijah / User training in accordance with the requirements set out in the technical specifications	Kos/Piece	1			
4.	Razvojni kredit / development credits	Dan/Day	25			



Modul 2:						
1.	Instalacija sistema v skladu s tehničnimi specifikacijami / Installation of the system in accordance with the technical specifications	Kos/Piece	1			
2.	Najem programske opreme / Software Licensing	Leto/Year	3			
3.	Šolanja za uporabnike skladno z zahtevami v tehničnih specifikacijami / User training in accordance with the requirements set out in the technical specifications	Kos/Piece	1			
Skupaj						

V skupno ponudbeno ceno so vključene vse storitve, vsa oprema in vsi stroški povezani z izvedbo predmeta javnega naročila, morebitni popusti in rabati ter spremembe cen na trgu v času trajanja pogodbe. Naknadno naročnik ne bo priznal nobenih stroškov, ki niso zajeti v ponudbene cene.

V ponudbeno ceno so vključeni tudi vsi tisti stroški, ki v dokumentaciji v zvezi z oddajo javnega naročila ali tej pogodbi niso izrecno navedeni, vendar so potrebni za pravilno in celovito izvedbo predmeta javnega naročila.

Ponudbene cene so nespremenljive ves čas trajanja pogodbe. S podpisom ponudbenega predračuna ponudnik jamči za resničnost oziroma verodostojnost podatkov v ponudbi.



Ponudba velja najmanj tri (3) mesece po izteku roka za prejem ponudb.

Številka ponudbenega predračuna:

Datum:

Podpis odgovorne
osebe ponudnika:

Opombe:

- Izpolnjen in podpisan ponudbeni predračun (OBR-3) ponudnik naloži v informacijski sistem e-JN v razdelek »Skupna ponudbena cena«, v del »Predračun«.
- V primeru tujega ponudnika 22 % davek na dodano vrednost obračuna in plača naročnik v skladu z veljavno zakonodajo. Ne glede na to, mora tuji ponudnik izpolniti obrazec ponudbenega predračuna tudi v delu, ki se nanaša na znesek DDV in vrednost z vključenim DDV.



POTRDILO REFERENCE GOSPODARSKEGA SUBJEKTA

Naročnik referenčnega posla (naziv, naslov)	
Naziv referenčnega posla	
Izvajalec referenčnega posla (naziv, naslov)	
Vloga gospodarskega subjekta v referenčnem poslu (izvajalec, partner, podizvajalec)	
Delež izvajalca v % (v primeru skupnega posla)	
Vrednost referenčnega posla (v EUR brez DDV)	
Pod kazensko in materialno odgovornostjo izjavljamo, da je izvajalec po pravilih stroke, pravočasno, kakovostno in v skladu s pogodbenimi določili izvedel:	Opis:
Datum začetka in končanja posla	
Kontaktna oseba pri naročniku referenčnega posla, ki lahko potrdi referenco	Ime in priimek: E-pošta: Telefon:
Podpis in žig naročnika referenčnega posla	V/na _____, dne _____ Ime in priimek podpisnika: Podpis in žig:

Opomba: Iz potrdila reference mora biti razvidno izpolnjevanje pogoja iz točke 9.2.1., podtočke 1, iz navodil ponudnikom za pripravo ponudbe. Za vsako referenco gospodarski subjekti izpolnijo ločeno potrdilo. Gospodarski subjekt mora predložiti v celoti izpolnjeno potrdilo reference najmanj v zahtevanem številu referenc



IZJAVA O SKLADNOSTI PROGRAMSKE OPREME

GOSPODARSKI SUBJEKT (ponudnik, partner, podizvajalec):

(naziv in naslov gospodarskega subjekta)

Pod kazensko in materialno odgovornostjo izjavljamo, da:

- ponujena licenčna ureditev omogoča vzporedno delovanje programske opreme na 8 vCPE-jih (skladno s točko 1.9. tehničnih specifikacij) - **ponudnik mora predložiti dokumentacijo, ki dokazuje zahtevano skladnost** (v primeru, da ponudnik navedene dokumentacije ne predloži, bo izločen iz postopka javnega naročanja);
- je ponujena programska oprema skladna s tehničnimi specifikacijami javnega naročila za OGC EDR standard – Modul 1;
- je ponujena programska oprema skladna s tehničnimi specifikacijami javnega naročila za System-wide information management (SWIM) - Modul 2, in mora zagotavljati popolno skladnosti z mednarodnimi letalskimi standardi in predpisi, vključno z:
 - Uredbo (EU) 2017/373 (EU Regulation 2017/373)
 - Uredbo (EU) 2021/116 (CP1) (EU Regulation 2021/116 (Common Project One)
 - Rumenim profilom tehnične infrastrukture SWIM (SWIM TI YP) (SWIM Technical Infrastructure Yellow Profile (SWIM TI YP))
 - Prilogo 3 k Mednarodni konvenciji ICAO (ICAO Annex 3)
 - Dokumentom ICAO 10003 (ICAO Doc 10003)
 - OGC pridobivanjem okoljskih podatkov (EDR) (OGC Environmental Data Retrieval (EDR)
 - OASIS AMQP 1.0
 - Definicijo storitev SWIM EUROCONTROL (EUROCONTROL SWIM Service Definitions)
 - Smernicami EASA ED 2023/015/R, Izdaja 1, z naslovom Podrobne specifikacije in smernice za izjavo o skladnosti talne opreme ATM/ANS; SoC.GEN.005 in SoC.004 (EASA ED decision 2023/015/R Issue 1 of the Detailed Specifications and Guidance Material for statement of compliance of ATM/ANS ground equipment; SoC.GEN.005 and SoC.004).

Kraj in datum:

Podpis odgovorne osebe ponudnika:

TECHNICAL REQUIREMENTS

1. Technical Requirements for Software Acquisition – “API data access and processing framework” - MODULE 1

1.1 Background

- **ARSO** is creating, receiving, and processing an increasing volume of meteorological data.
- APIs for meteorological data access are evolving rapidly, with emerging standards such as **Environmental Data Retrieval (EDR)** gaining prominence.
- Legislation mandates **ARSO** to ensure public access to data in machine-readable formats.
- One of the objectives of the **SOVIR project** is to simplify data access for both internal and external users.

Goals of Software Procurement

The purpose of this software acquisition is to enhance the efficiency and interoperability of meteorological data processing and analysis. The key objectives are:

- **Consolidation of access** to gridded and object data via unified APIs, primarily leveraging the Environmental Data Retrieval (EDR) API.
- **Providing a higher level of abstraction** to simplify data access and processing for users.
- **Adopting open standards** to ensure compatibility and long-term sustainability.
- **Ensuring ease of support updates** through modular and well-documented software architecture.
- **Compatibility with the existing software stack** used for meteorological data processing.
- **Enterprise-level support**, ensuring reliability and robustness in operational environments.
- **Deployment on an on-premises Kubernetes cluster** to leverage modern containerization and orchestration for scalability and resilience.

Technical requirements

1.1. Data Ingestion and Storage

1.1.1 System Specific Gridded database

- System should implement it's own database(s) for optimized storage of gridded and object meteorological, hydrological and ocean gridded (**Gridded database**.) and object data (**Object database**).
- The software must support ingestion of **GRIB** and **NetCDF** data formats into a Gridded Database.

1.1.2 Gridded database.

- The ingestion process must be efficient, scalable, and capable of handling large datasets.

- The software should support metadata extraction and indexing to optimize data retrieval.
- The software should support data tiling to speed up the data retrieval process.
- The software should support automatic data insertion into the database.

1.1.3 Object Database

- The software must enable ingestion of **point observations** and other **spatial objects** into an **Object Database**.
- Support for real-time and batch ingestion processes.

1.2. API and Web Services

1.2.1 Python Web Services

- The software must provide **Python-based Web Services** for interoperability and automation.
- API endpoints must be RESTful and support authentication and authorization mechanisms.

1.2.2 Python API

- A **Python API** must be available for programmatic access to core functionalities.
- The API must support query, data retrieval, processing, and visualization.
- Support for integration with Jupyter notebooks and data science workflows.

1.3. OpenGIS Compliance

1.3.1 OpenGIS Environmental Data Retrieval (EDR) API

- The software must support the **OpenGIS Environmental Data Retrieval (EDR) API** for querying and retrieving environmental data.
- It should provide spatial, temporal, and parameter-based filtering capabilities.

1.4. Advanced Data Processing and Ensemble Support

1.4.1 Automated Creation of Lagged Ensembles

- The software must support automated generation of lagged ensembles.
- Support for statistical processing of ensemble outputs.

1.5. Performance, Security, and Scalability

- The software should be designed for **high availability and scalability**.
- It must provide **secure authentication and authorization** mechanisms.
- The system should support **load balancing** and **distributed computing** for handling large-scale datasets.

1.6. Deployment and Integration

- The software should support **on-premises, cloud, or hybrid deployments**.
- The provider will deploy the software on a on-premise Kubernetes Cluster.
- The provider must integrate the software with existing storage solutions available on-premises. (S3, Ceph object storage).
- Integration capabilities with existing **geospatial databases and GIS systems**.
- Compatibility with modern **containerization and orchestration technologies** (e.g., Docker, Kubernetes).

1.7. Documentation and Support

- The vendor must provide **comprehensive documentation** for APIs, data ingestion processes, and system configuration.
- Technical support and support updates options should be available.
- Training materials or workshops to assist users in understanding and utilizing the software effectively.

1.8. Support and Support updates:

- Provide 9/5 support for operational continuity.
- Include regular updates to accommodate future standards.

1.9. Number of licenses

- The supplied software must include sufficient licenses to allow concurrent execution on up to 8 virtual CPUs within Kubernetes cluster environment of the Contracting Authority. The licensing model should permit parallel operation of the software on 8 vCPUs, either as 8 separate processes, pods, or threads, as required by the deployment architecture. The tenderer shall confirm that the proposed licensing arrangement supports this level of parallelism and provide documentation to demonstrate compliance.

1.10. Development credit

- The tenderer shall provide a specified number of "development credit" days, but not more than twentyfive (25) days as part of the contract. Development credit refers to professional services days that may be used, at the purchaser's discretion, for activities related to the integration of the purchaser's data sources, systems, or workflows into the supplied software. These activities may include, but are not limited to: custom development, configuration, data mapping, API integration, technical consulting, and related support tasks. The allocation and scheduling of development credit days shall be agreed upon between the Contracting Authority and tenderer, and all work performed under development credit shall be documented and subject to acceptance by the Contracting Authority.

1.11. Training

A series of remote training sessions must be offered, including but not limited to the following:

- **Remote Administrator Training for gridded data insertion into Object database (OD) (1 working day)**

Training should cover the architecture and administration of the OD, as well as instructions on how to integrate object datasets effectively.

- **Remote Administrator Training for system gridded database (GD) (1 working day)**

This training must encompass the architecture and administration of the GD and provide guidance on the integration of gridded datasets.

- **Custom OD Datasets Workshop (3. working days)**

A remote workshop should be organized to train participants on writing custom dataset models tailored to the OD.

EDR Basic Training (1 working day)

A fundamental training session focused on the concepts and basics of EDR should be provided remotely.



2. Technical Requirements for Software Acquisition – “SWIM system” - MODULE 2

Background

ICAO defines System Wide Information Management (SWIM) as: “Standards, infrastructure and governance enabling the management of ATM related information and its exchange between qualified parties via interoperable services.” The common standards that apply in Europe are set in the context of the CP1 Implementing Rule with the EUROCONTROL specifications for SWIM as a means of compliance.

The SESAR Deployment Program provides a common workplan to all operational stakeholders involved in the deployment of Regulation (EU) n. 2021/116, so called Common Project One (CP1), clearly defining the scope of implementation activities, the synchronization needs, as well as the suggested deployment approach.

In order to be compliant with CP1, ARSO needs to provide a functional SWIM Subscription and Request service by the end of 2025.

SWIM Technical Infrastructure Yellow Profile (SWIM TI YP) ensures compliance with SWIM messaging and infrastructure.

Goals of Software Procurement

The purpose of this procurement is to lease licensed software, install and integrate a comprehensive, ready-to-deploy solution for aviation meteorological data management. This solution must deliver compliance with the EU Common Project One (CP1) directive and seamlessly integrate with SWIM-compliant infrastructures.

IT Technical requirements:

1. High-Availability Cluster Support for SWIM service

Ensure support for the SWIM system to operate within a high-availability cluster environment, providing resilience and continuous service availability.

2. Test and Development Server License

- a. Provide a licensing system specifically for non-operational purposes, including Python development, reference configuration baselining, testing of new releases, and migration activities.

3. IT infrastructure

- a. The solution shall be installed on customer’s premises on two HA virtual servers with 4 CPUs each.

Scope of Work

The solution shall include the following components and services:

1. Real-Time Meteorological Data Publishing:

- a. Publish METAR, TAF, and SIGMET data via secure interfaces for subscriptions and requests such as AMQP and OGC EDR.
- b. Ensure compliance with SWIM TI Yellow Profile.

2. SWIM Meteorological Services:

- a. Implement IWXXM METAR-SPECI Subscription and Request Service.
- b. Implement IWXXM TAF Subscription and Request Service.
- c. Implement IWXXM SIGMET Subscription and Request Service.



- d. Ensure compliance with ICAO Annex 3, SWIM Technical Infrastructure Yellow Profile standards, and EU Implementing Regulation 2021/116 - Common Project One.
3. **Publish-Subscribe Data Dissemination:**
 - a. Ingest IWXXM meteorological data and disseminate using AMQP 1.0 protocol.
 - b. Provide an AMQP broker for real-time publish-subscribe messaging.
4. **RESTful Request Service:**
 - a. Provide a SWIM Request Service through a RESTful API using the OGC Environmental Data Retrieval (EDR) Standard.
 - b. Allow querying of meteorological data in multiple formats, including IWXXM, GeoJSON, and Zipped IWXXM.
5. **Authentication and Authorization:**
 - a. Implement robust authentication and authorization mechanisms using EACP Families 5.1.1 and 5.2.1 Public Key Infrastructure (PKI).
 - b. Ensure secure, encrypted communication and authorized access to SWIM services.
6. **Administration and Monitoring:**
 - a. Include a comprehensive Administration and Monitoring interface for real-time oversight of system operations.
 - b. Provide audit logging for compliance and troubleshooting purposes.
7. **IWXXM Data Conversion:**
 - a. Optionally extend the solution with a module for IWXXM Data Conversion from TAC formats to IWXXM 2023-1 compliant XML formats.
8. **Compliance and Standards:**
 - a. Ensure full compliance with international aviation standards and regulations, including:
 - i. EU Regulation 2017/373
 - ii. EU Regulation 2021/116 (Common Project One)
 - iii. SWIM Technical Infrastructure Yellow Profile (SWIM TI YP); 5.1.4 ATM sub-functionality on Meteorological Information Exchange
 - iv. ICAO Annex 3
 - v. ICAO Doc 10003
 - vi. OGC Environmental Data Retrieval (EDR)
 - vii. OASIS AMQP 1.0
 - viii. EUROCONTROL SWIM Service Definitions
 - ix. EASA ED decision 2023/015/R Issue 1 of the Detailed Specifications and Guidance Material for statement of compliance of ATM/ANS ground equipment; SoC.GEN.005 and SoC.004

The provider shall prepare and sign manufacturer's statement of compliance with above stated standards for the solution.

Installation:

The installation requirement encompasses the deployment of a fully operational SWIM system within the client's on-premises infrastructure. This installation process must ensure seamless integration of all required data sources, guaranteeing that the system is fully functional upon delivery. The installation involves configuring software components, ensuring compatibility with existing infrastructure, and optimizing performance for real-time data processing and retrieval. Comprehensive testing and validation procedures must be conducted to confirm that the system meets all specified operational criteria. Additionally, detailed documentation should be provided, outlining SAT test, system setup, integration processes, and maintenance procedures, ensuring that the client can independently manage the system post-installation.

Support and Maintenance:



- Provide 24/7 support for operational continuity.
- Include regular updates to accommodate future standards.

Training:

Remote Training for SWIM System Administrator (3 days)

Provide comprehensive remote training services for SWIM system Administrators. The training must cover key administrative functions and be delivered over a specified number of working days. This training should ensure that administrators are fully equipped to manage and maintain the SWIM systems effectively.

Upon successful completion of the course, participants shall receive appropriate certificates issued by the provider to attest to their proficiency and readiness in managing and maintaining the SWIM system effectively.

Contracting Authority: Ministry of the Environment, Climate and Energy Slovenian Environment Agency Vojkova 1 b SI-1000 Ljubljana SLOVENIA	
Represented by mag. Joško Knez, Director General	Signatory of the contract on behalf of Contracting Authority: mag. Gregor Sluga, Deputy Director General
TAX Nr.: 29335833	Date:
Registration Nr.: 2632632000	Telephone: 01 478 40 00
Bank account number: SI56 0110 0630 0109 972	E-mail: gp.arso@gov.si

Contractor: Represented by	
TAX Nr.:	Signatory of the contract on behalf of Contractor:
Registration Nr.:	Date:
Bank account number:	Telephone:
	E-mail:

agree to conclude the following

Contract No.

Article 1

The contracting parties first establish that:

- the contract is concluded based on a public procurement procedure conducted and submitted through an open procedure, which was published on the Public Procurement Portal on _____ under reference _____ and in the Supplement to the Official Journal of the European Union on _____ under reference _____,
- the contracting authority, in its decision on the award of contract no. _____ dated _____, selected the contractor's offer as the most economically advantageous.

Article 2

The subject of the public procurement is *Modernizacija podatkovnih tokov (enotna podatkovna točka in implementacija sistema SWIM)* - the lease of licensed software, installation, integration, and customization of two (2) individual software system modules into the existing data flows, as well as the provision of online training, for a period of thirty-six (36) months.

The subject of the contract is specified in more detail in the technical specifications and the contractor's tender invoice no. _____ dated _____, which are annexes to this contract and an integral part thereof, and is implemented in the manner specified in the annexes and the contract.

The Contractor, as an expert, shall be responsible for the quality and timely performance of all contractual obligations that must be fulfilled for the successful and complete execution of the subject matter of the Contract.

Article 3

Based on the content of individual MODULES, as specified in the Technical Specifications, the source of funding for the implementation of the subject matter of this Contract shall be as follows:

- for MODULE 1: from budget items 230624 – RSO2.4-SOVIR KS 21-27-EU (85 %) and 230625 – RSO2.4-SOVIR KS 21-27-SI (15 %) as part of the project *Upgrade of the system for early warning and awareness-raising to weather-related emergencies and adapting to them in a changing climate* (SOVIR), co-financed by the Republic of Slovenia and the European Union from the Cohesion Fund.
- for MODULE 2: from budget item 231350 "Meteorološka zaščita letalskega prometa".

Article 4

The Contractor is obliged to:

- install the licensed software in the data center, configure it and connect it to the existing systems as soon as possible, but no later than within three (3) months from the conclusion of the contract;
- conduct training for MODULE 1 (specified in section 1.11 of technical requirements) as soon as possible, but no later than within four (4) months from the conclusion of the contract;
- deliver development credits for MODULE 1 (specified in section 1.10) as soon as possible, but no later than within twelve (12) months from the conclusion of the contract;
- conduct training for MODULE 2 (specified in section 2 of technical requirements) as soon as possible, but no later than within four (4) months from the conclusion of the contract.

In the event of a delay in the delivery of the above or incorrect delivery not attributable to force majeure or to reasons on the part of the Contracting Authority, the Contractor shall be obliged to pay the Contracting Authority a contractual penalty, as stipulated in Article 13 of this Contract. The contractual penalty shall be offset against the contractual price. The Parties agree that the Contracting Authority shall not be required to notify the Contractor of its intention to claim the contractual penalty, even if the Contracting Authority has accepted the goods/services after the Contractor has delayed their delivery. In the event that the Contractor's delay in delivery causes damage to the Contracting Authority exceeding the amount of the contractual penalty, the Contracting Authority shall be entitled to claim full compensation for all damages incurred as a result of such delay.

The Contractor guarantees that the supplied licensed software will function flawlessly.

Article 5

The total contractual amount excluding VAT is maximum:

_____ EUR
(in words: _____),

including VAT is maximum:

_____ EUR
(in words: _____).

The total contract value includes the lease of all licensed software, the performance of all services and the amount of all costs associated with the implementation of the subject of the contract, including all costs of installation, configuration, connection, training, relevant documentation, technical support and support updates/maintenance, etc., and changes in market prices during the term of the contract. Prices are fixed for the entire term of the contract. The Contracting Authority shall not be obliged to order the 'development credit' services up to the quantity specified in the tender invoice and technical specifications.

The Contract shall also include all necessary licenses for the use of the subject of lease by an unlimited number of users.

Article 6

The contractor must install and configure the licensed software system at its own expense and, in cooperation with the Contracting Authority, conduct a performance test to verify that the required parameters have been achieved. All tests and trials must be documented. A record of acceptance shall be drawn up on the handover and acceptance of the software systems and the findings on its operation, signed by representatives of both contracting parties.

In addition to the software systems, the contractor must provide the Contracting Authority with documentation and instructions for use and support updates/maintenance of software systems in Slovenian or English.

The contractor must eliminate any errors and deficiencies in the software immediately or within a reasonable period of time set by the Contracting Authority. Software that is found to deviate from the information in the tender documentation or is not compliant with the provisions of this contract and technical specifications or is not compatible with the Contracting Authority's existing system, will be rejected, which will cause the contractor to be late. The same applies if non-compliance is found for any document that must be attached to the software. The rejection must be noted in the record of acceptance.

Article 7

Contracted services are charged at the price specified in the offer estimate.

The Contractor shall issue an invoice for installation, integration, and customization of two (2) individual software system modules into the existing data flows, as well as the provision of online training within eight (8) days after all the services have been completed. The invoice must be accompanied by a signed or confirmed acceptance report by both contracting parties, which is the basis for payment.

The Contractor shall issue an invoice for the lease of licensed software on a quarterly basis (every three (3) months) within eight (8) days following the end of the respective period.

The Contractor shall issue an invoice no later than fifteenth (15th) day of the month for development credits that have been successfully executed and/or taken over in the previous month. Each monthly invoice must be accompanied by appropriate evidence of the services performed in accordance with the technical specifications and the contract.

When issuing the invoice for the MODUL 1, the contractor must refer to the contract number and to the project *Upgrade of the system for warning and informing about weather-related emergencies and adaptation to them in a changing climate (SOVIR)*, which is co-financed by the Republic of Slovenia and the European Union from the Cohesion Fund. When labelling invoices and the documents attached to the invoice, the contractor must comply with the client's instructions as well as the instructions of the managing authority in the field of communication within the framework of the European Cohesion Policy Program for the period 2021–2027.

The Contractor shall clearly specify, both on the invoice and in all accompanying documents, which services have been rendered under Module 1 and which under Module 2. The invoice shall also clearly indicate the separate amount attributable to each Module.

The contractor must submit the invoice to the client exclusively in electronic form (e-invoice), in accordance with the applicable Act on the Provision of Payment Services to Budget Users. */Applies only if the contractor has its registered office in the Republic of Slovenia/*

Article 8

Each individual invoice under this Contract shall be payable following confirmation by the Contracting Authorities' authorized representative. The Contracting Authorities' authorized representative shall confirm or reject the invoice within eight (8) days of receipt. Should the Contracting Authorities' authorized representative neither confirm nor reject the invoice within eight (8) days of its receipt, the invoice shall be deemed confirmed.

The Contracting Authority shall pay the invoice within thirty (30) days of its official receipt into the Contractor's transaction account. The payment period shall commence on the day following receipt of the invoice serving as the basis for payment. In the event that the payment date falls on a non-business day pursuant to applicable law or is not designated as a payment day in the TARGET2 payment system, the payment date shall be deemed to be the next business day or the next payment day within the TARGET2 system.

The financial resources for the performance of the subject for the Modul 1 of this public procurement are secured under the project *Upgrade of the system for warning and informing about weather-related emergencies and adaptation to them in a changing climate (SOVIR)*, co-financed by the Republic of Slovenia and the European Union under the Cohesion Fund, in the budget of the Republic of Slovenia under budget items 230624 – RSO2.4-SOVIR KS 21-27-EU (85%) and 230625 – RSO2.4-SOVIR KS 21-27-SI (15%), NRP 2571-24-0004 – System for Warning of Weather-Related Events – SOVIR (estimated _____ EUR including VAT for the year 2025, estimated _____ EUR including VAT for the year 2026, estimated _____ EUR including VAT for the year 2027 and estimated _____ EUR including VAT for the year 2028).

The financial resources for the Module 2 of this public procurement are secured by the budget item 231350 "Meteorološka zaščita letalskega prometa" (estimated _____ EUR including VAT for the year 2025, estimated _____ EUR including VAT for the year 2026 and estimated _____ EUR including VAT for the year 2027 and estimated _____ EUR including VAT for the year 2028).

The Contracting Authority shall be obliged to the Contractor for payments financed from the budgetary item 231350 until 31 December 2026. Any further payments until the expiry of this Contract shall be made once the formal conditions have been fulfilled in accordance with the applicable Public Finance Implementation Act of the Republic of Slovenia and other regulations enabling the execution of the

adopted Budget of the Republic of Slovenia for the respective year, or the adopted budget for each individual year. Should the conditions for further payments not be fulfilled, the Contracting Authority shall immediately notify the Supplier thereof in writing. Upon receipt of such notification, this Contract shall be deemed terminated. The Contracting Authority and the Contractor shall be obliged to duly perform and settle all obligations and rights arising up to the date of termination of this Contract.

Article 9

By signing this Contract, the Contractor confirms that they are fully acquainted with the scope and complexity of the contracted services.

The Contractor undertakes and warrants to the Contracting Authority that:

- the licensed software which is the subject of lease and support updates/maintenance under this Contract shall function properly and shall be free from significant defects;
- the licensed software which is the subject of lease and support updates/maintenance under this Contract shall be free from legal defects, and that the lease, support updates/maintenance and upgrade of the software shall not infringe any patents, copyrights or other exclusive rights of third parties;
- the licensed software which is the subject of lease and support updates/maintenance under this Contract shall fully comply with all technical descriptions, characteristics and specifications provided within the tender and offer documentation;
- the Contracting Authority shall acquire all rights associated with the lease of the software, and the Contractor shall duly and timely perform all obligations related to the licensed software;
- the Contractor shall fulfil all contractual obligations within the agreed deadlines and in the prescribed manner;
- the Contractor shall provide 9/5 support for operational continuity in MODULE 1, with 4 hours response time;
- the Contractor shall provide 24/7 support for operational continuity in MODULE 2, with 4 hours response time;
- the Contractor shall include regular updates to fulfill requirements of EU Regulation 2021/116 (CP1), specifically sub-functionality on Meteorological Information Exchange in MODULE 2;
- the Contractor shall conduct a series of remote training sessions with training materials for both Module 1 and Module 2 with appropriate certificates for all participants as specified in the technical requirements;
- the allocation and scheduling of development credit days shall be mutually agreed, and all work performed under such credit shall be properly documented and shall remain subject to the acceptance of the Contracting Authority;
- the Contractor shall perform its duties professionally and with the diligence of a good expert;
- the Contractor must provide comprehensive documentation for APIs, data ingestion processes, and system configuration for MODULE 2;
- the Contractor shall prepare and sign manufacturer's statement of compliance with the standards for the solution specified in the technical requirements;
- the Contractor shall perform the services under this Contract in accordance with the rules of the profession and in compliance with the Contracting Authorities' instructions;
- the Contractor shall employ advanced technologies and methods in the performance of contractual obligations, taking into account the Contracting Authorities' available equipment;
- the Contractor shall notify the Contracting Authority in writing of any circumstances that could hinder or prevent the quality and proper execution of the services;
- the Contractor shall perform support updates/maintenance of the software system within the agreed response time;

- the Contractor shall immediately inform the Contracting Authority of any changes, replacements, or substitutions of personnel or subcontractors involved in this project;
- the Contractor shall facilitate appropriate supervision of the performance of contractual obligations;
- the Contractor shall fulfil other requirements and obligations stipulated in the Agreement and tender documentation;
- the Contractor shall not cite the Contracting Authority as a reference without the prior written consent of the Contracting Authorities' responsible officer.

Article 10

The Contracting Authority undertakes to:

- grant the Contractor access to all documentation and information and communication equipment and infrastructure, if required for the delivery of goods and performance of services under this Agreement;
- provide usernames, passwords, and other access rights necessary for the Contractor to perform work on the information and communication system, if required for the execution of services;
- ensure the cooperation of other contractors responsible for maintaining existing hardware and software;
- provide appropriate infrastructure prior to the commencement of implementation;
- adhere to the Contractor's recommendations and limitations regarding hardware and software directly or indirectly related to the implementation and operation of the software for monitoring purposes, and perform other preventive and corrective activities as recommended by the Contractor;
- keep the Contractor informed and coordinate the work;
- provide relevant test data;
- actively participate in testing;
- accept solutions in accordance with the agreed acceptance plan;
- pay for ordered services within the agreed deadlines;
- fulfil all other contractual obligations within the agreed deadlines and in the prescribed manner.

The Contracting Authority commits to actively collaborate with the Contractor during all phases of the project, including ad-hoc meetings and coordination on regarding the progress, challenges, and adjustments, monitoring and guiding the execution of tasks and participating the meetings.

Article 11

The Contractor shall ensure that the personnel performing the contractual services communicate with the Contracting Authority (both orally and in writing), including during meetings, in the English language and are familiar with the English technical terminology related to the subject matter of this Agreement. If the personnel do not speak English, are unable to express themselves in writing in English, or do not understand and are unfamiliar with the English technical terminology, the Contractor shall, at its own expense, provide an official interpreter or (simultaneous) translator proficient in the English language and English technical terminology, or provide translation of written materials.

Article 12

The Contractor shall, at its own expense, remedy all defects and deficiencies that may be identified and that represent a discrepancy between the actual operation of the license software and the requirements set out in the procurement documentation and technical specifications, or the quality level guaranteed by the Contractor in the offer documentation. All costs shall be borne by the Contractor.

For MODULE 2 it must be possible to report defects or deficiencies in the lease software system 24 hours a day, 7 days a week, via the Contractor's email or telephone or other means of contact. The Contractor's response time shall be no longer than four (4) hours from notification of the defect. In the case of complex defects, the standard time to remedy the defect shall be not more than three (3) business days from the Contractor's response or as agreed with the Contracting Authority. In the event that the Contractor fails to remedy major defects within three (3) working days, the Contracting Authority shall not be obliged to pay the quarterly rent for the lease of the licensed software.

The Contractor shall record all reported defects occurring on the software system and, upon completion of the service intervention, shall provide the Client with written notification of the date and time of defect elimination, a description of the defect, and any relevant observations.

Article 13

If the Contractor fails to fulfil contractual obligations through their own fault, or delays the performance in accordance with the contractual provisions, and the Contracting Authority terminates the contract due to the breach, the Contractor is obliged to pay the Contracting Authority a contractual penalty in the amount of five percent (5%) of the contract value including VAT. If the damage caused to the Contracting Authority exceeds the amount of the contractual penalty, the Contractor is obliged to pay the difference between the contractual penalty and the actual damage.

In case the Contracting Authority does not terminate the contract due to non-performance, inadequate performance, or delay, they are entitled to a contractual penalty for each day of delay, amounting to 0.1% of the contract value including VAT, but not exceeding five percent (5%) of the contract value including VAT. If the damage caused to the Contracting Authority exceeds the amount of the contractual penalty, the Contractor is obliged to pay the difference between the contractual penalty and the actual damage.

If the Contractor delays the execution of the subject of the contract to the extent that it could cause greater damage to the Contracting Authority or the execution loses its meaning, the Contracting Authority may, at the Contractor's expense, order a replacement service from another Contractor.

If the Contracting Authority takes over the service after the Contractor has delayed, the Contracting Authority is not required to notify the Contractor that they reserve the right to the contractual penalty.

The contractual penalty will be deducted when paying the Contractor, or if this is not possible, a separate invoice will be issued, which the Contractor must pay within eight (8) days from receipt.

If the Contractor delays the performance due to force majeure, which prevents the fulfilment of contractual obligations within the agreed timeframes, the Contractor is obliged to immediately notify the Contracting Authority of the force majeure reasons and continue the performance as soon as these reasons cease.

Force majeure refers to all unforeseen and unexpected events that occur independently of the will of the contracting parties and could not have been anticipated by the parties at the time of concluding the contract, and which affect the fulfilment of the contractual obligations. This article applies only in cases of delays or non-delivery.

Article 14

If either party to the contract significantly breaches the provisions of this contract, or if breaches are repeated, either party may terminate the relationship established by this contract with a fifteen (15) day notice period, following prior written notice and an appropriate additional period to remedy the breach.

Notwithstanding the provisions of the previous paragraph, either party may terminate the relationship established by this contract with a two (2) months' notice period, following written notice. The notice must clearly state the reasons for the termination.

During the notice period, both parties are obligated to fully settle all mutual outstanding and undisputed obligations arising from this contract.

Article 15

The Contracting Authority and the Contractor shall appoint responsible representatives to ensure the smooth performance of this Contract.

The responsible representative for MODUL 1/MODUL2 of the Contracting Authority is _____.

The responsible representative of the Contractor is _____.

If either party changes the responsible representative, it must inform the other party.

Article 16

// If the Contractor performs without subcontractors, this Article shall be deleted.//

The Contractor shall be liable to the Contracting Authority for its collaborators and subcontractors as if the works had been performed by the Contractor itself. The liability of the contractors towards the Contracting Authority shall be joint and several.

The Contractor shall perform the contractual services in cooperation with the following subcontractors:
_____.

During the performance of this Agreement, the Contractor must notify the Contracting Authority of any changes to the information relating to subcontractors and shall submit information on any new subcontractors it intends to subsequently engage in the performance of the subject of this Agreement, no later than within five (5) days after such change. In the event of engaging new subcontractors, the Contractor shall, together with the notification, also provide contact details and the legal representatives of the proposed subcontractors, duly completed ESPD forms for these subcontractors, and attach the subcontractor's consent to direct payment, if the subcontractor so requires.

Before the replacement or subsequent inclusion of a subcontractor, the Contracting Authority shall verify compliance with the conditions and shall either approve or reject such replacement or subsequent inclusion of the subcontractor. The Contractor may replace or subsequently include a subcontractor only after the Contracting Authorities' approval, whereby the Contractor must submit all required data and documents to the Contracting Authority. The Contracting Authority may refuse the Contractor's proposal to replace or include a new subcontractor if such change could affect the uninterrupted performance or completion of the works.

The Contractor hereby authorises the Contracting Authority to make direct payments to subcontractors, based on approved invoices, for the works performed by such subcontractors under this Agreement.

The Contractor shall be obliged to enclose, together with its invoice, the previously approved invoices of the subcontractors who performed works under this Agreement. *If the subcontractor requires direct payment/*

The Contractor must, no later than sixty (60) days after payment of the final invoice, submit to the Contracting Authority its written statement and the written statement of the subcontractor confirming that the subcontractor has received payment for the services performed directly related to the subject of the public procurement. *If direct payment to subcontractors is not mandatory/*

If the Contracting Authority determines that services are being performed by a subcontractor of whom the Contracting Authority was not informed in the manner specified in this Article, the Contracting Authority may terminate the Agreement. The Contracting Authority may, at any time and on site, verify the persons performing the works under this Agreement, and such persons shall be obliged to provide the Contracting Authority with accurate and credible information.

Article 17

This Contract is void if anyone promises, offers or gives any undue advantage to the representative or agent of a public sector body or organization on behalf or for the account of another contracting party for the purpose of:

- obtaining business;
- concluding business under more favourable terms and conditions;
- omitting due supervision over the implementation of contractual obligations; or
- any other act or omission which causes a public sector body or organization damage or by which the representative or the agent of the public sector body or organization, the other contracting party or its representative, agent or intermediary are put, in a position to obtain an undue advantage.

Article 18

This Contract is concluded under a termination condition, which is realized in the event of the fulfillment of one of the following circumstances:

- if the Contracting authority becomes aware that the court, by a final decision, found a violation of labor, environmental or social legislation obligations by the Contractor or subcontractor, or
- if the Contracting authority becomes aware that the competent state authority has found at least two violations by the Contractor or subcontractor during the execution of the contract in relation to:
 - on remuneration for work,
 - about working hours,
 - about rests,
 - on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in relation to illegal employment and for which he was fined for an offense by a final decision or several final decisions.

In the event that the Contracting authority becomes aware of a violation, the Contracting authority will notify the Contractor within ten (10) days.

The Contractor may, within a period to be determined by the Contracting authority, which may not be longer than fifteen (15) days, submit evidence that he has taken sufficient measures to prove his reliability despite the existence of violations. If there is a violation by the subcontractor, the Contractor can submit evidence within the same period that the subcontractor has taken sufficient measures to prove its reliability despite the existence of violations. If the Contractor does not provide evidence for the subcontractor or if there is, the Contracting authority considers that these measures are insufficient, the Contractor may replace the subcontractor within a period determined by the Contracting Authority, which may not be longer than fifteen (15) days in accordance with Article 94 of ZJN-3, or takes over the part that he subcontracted to this subcontractor himself, if this replacement or takeover does not constitute a substantial change to the Contract. If the Contractor does not provide evidence for himself or the subcontractor, or if there is any, the Contracting authority will assess that these measures are insufficient, or if the Contractor will not take over the work himself or propose a new subcontractor, or if the Contracting Authority will, in accordance with Article 94 of the ZJN- 3, rejected the proposed new subcontractor in a timely manner, the severance condition is fulfilled on the condition that there is at least six (6) months from the time the Contracting authority was informed of the violation and until the Contract expires.

If the termination condition is met, the Contract for this Contractor is considered to be terminated on the date of conclusion of a new contract on the performance of the public procurement for the contract in question. The Contracting authority will inform the Contractor about the date of conclusion of the new contract. If the Contracting authority does not initiate a new public procurement procedure within sixty (60) days of becoming aware of the violation, the Contract is deemed to have been terminated on the sixtieth (60th) day after becoming aware of the violation.

Article 19

For the regulation of mutual rights and obligations not expressly agreed upon in this Contract, the provisions of the Obligations Code and other regulations of the Republic of Slovenia governing contractual relations shall apply.

Any disputes arising in connection with the performance of this Contract shall be settled amicably by the Parties. Should an amicable settlement not be possible, the competent court in Ljubljana shall have jurisdiction to resolve the dispute.

Article 20

Neither party may transfer or otherwise assign its rights or obligations under this Contract without the written consent of the other party, which consent shall not be unreasonably withheld. However, the Contractor shall have the right to assign all or part of the payments under this Contract.

Article 21

During the validity of this contract, the Contracting Authority may, notwithstanding the provisions of the law governing contractual obligations, withdraw from the contract in the following circumstances:

- the public procurement has been substantially modified, requiring a new public procurement procedure;

- at the time of awarding the public procurement, the Contractor was in a situation that should have led the Contracting Authority to exclude it from the public procurement procedure, but the Contracting Authority was not aware of this fact during the procedure;
- due to serious breaches of obligations under the Treaty on European Union (TEU), the Treaty on the Functioning of the European Union (TFEU) and ZJN-3, which have been established by the Court of Justice of the European Union under the procedure in accordance with Article 258 TFEU, the public procurement should not have been awarded to the Contractor.

The withdrawal takes effect on the day following the day the Contracting Authority has dispatched the notice of withdrawal.

In the cases referred to in the first paragraph of this article, the Contractor is entitled to payment for the services properly performed up to that point, but is also obliged to compensate the Contracting Authority for any damage incurred as a result, including the difference up to any higher price which a new contractor may charge for the subject services for the remainder of the contractual period.

The Contracting Authority shall not be liable for any damage that has arisen or might arise to the Contractor for the reasons mentioned above.

In the event of withdrawal under the second or third indent of the first paragraph of this article, the Contractor shall be deemed not to have fulfilled its contractual obligations in accordance with the provisions of this contract, and therefore the Contracting Authority shall be entitled, by means of withdrawal, to enforce the performance security for the proper fulfilment of contractual obligations.

Article 22

Any amendment or supplement to this Contract shall only be valid if made in writing in the form of an annex hereto and duly signed by both Parties.

In the event of a change in the authorized representative of either Party or in the Contractor's bank account, notification by one Party to the other shall be sufficient.

Article 23

The Contract shall enter into force on the date of signature by both Parties.

Article 24

This Contract is signed electronically. / This Contract may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument and shall come into force upon signature by both parties.