

**PUBLIC CONTRACT DOCUMENTATION**

**FOR THE AWARD OF A PUBLIC CONTRACT BY OPEN PROCEDURE**

SUBJECT OF THE PUBLIC CONTRACT:

**FAB CE Program Support Office [PSO] - 2025**

November, 2025

Internal no. 273-1/2025

<b>A.</b>	<b>INVITATION TO TENDER .....</b>	<b>4</b>
A.01	CONTRACT INFORMATION .....	4
A.02	INFORMATION ON THE CONTRACTING AUTHORITY .....	4
A.03	SUBJECT OF THE PUBLIC CONTRACT .....	4
A.04	DURATION OF THE CONTRACT .....	6
A.05	INFORMATION ON THE TENDERERS.....	7
A.06	HOW TO OBTAIN THE TENDER DOSSIER .....	7
A.07	TENDER SUBMISSION .....	7
A.08	OPENING OF TENDERS.....	8
A.09	ADDITIONAL EXPLANATIONS FOR TENDERERS .....	8
<b>B.</b>	<b>INSTRUCTIONS FOR TENDERERS .....</b>	<b>9</b>
B.01	GENERAL PART .....	9
B.02	MANDATORY CONTENTS OF THE TENDER AND CRITERIA AND EVIDENCE TO BE SUBMITTED BY TENDERERS TO VERIFY FULFILMENT OF THE SELECTION CRITERIA .....	15
B.03	ADMISSIBLE TENDERS.....	20
B.04	EXCLUSION OF TENDERS .....	20
B.05	LANGUAGE AND FORMAT OF THE TENDER.....	21
B.06	TENDER VALIDITY .....	22
B.07	PRICE.....	22
B.08	ABNORMALLY LOW TENDERS .....	22
B.09	PAYMENT TERMS .....	22
B.10	VARIANT TENDERS.....	23
B.11	AWARD CRITERIA .....	23
<b>C.</b>	<b>TENDER AND TENDERER INFORMATION.....</b>	<b>25</b>
C.01	TENDER (BID).....	26
C.02	STATEMENT TURNOVER .....	28
C.03	PROVEN TRACK RECORD OF THE BIDDER .....	29
C.04	LIST OF NOMINATED PERSONNEL .....	31
C.05	DRAFT OF THE CONTRACT .....	33
C.06	SUBCONTRACTOR STATEMENT .....	45
C.07	STATEMENT ON THE PARTICIPATING INTEREST OF NATURAL AND LEGAL PERSONS IN THE ENTITY'S ASSETS .....	46
C.08	STATEMENT PURSUANT TO ARTICLE 35 OF THE ZINTPK.....	49
C.09	SAMPLE OF THE PERFORMANCE BOND.....	50

C.10	ANNEX 1 – TECHNICAL SPECIFICATION OF THE PUBLIC PROCUREMENT FAB CE PROGRAM SUPPORT OFFICE [PSO] - 2025	52
------	--	----

## A. INVITATION TO TENDER

### A.01 CONTRACT INFORMATION

Pursuant to Article 40 of the Public Procurement Act (ZJN-3) (Official Gazette of the RS, No. 91/15 et seq.), the contracting authority **FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia** hereby invites all interested parties to submit a tender in accordance with the requirements of this documentation regarding the award of the contract “**FAB CE Program Support Office [PSO] - 2025**” (hereinafter: public contract).

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

Type of contract award procedure: open procedure.

### A.02 INFORMATION ON THE CONTRACTING AUTHORITY

The contracting authority for the public contract is **FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia**.

Contact person: Mr. Eljon Matej CEO

### A.03 SUBJECT OF THE PUBLIC 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 FOR THE PROVISION OF PMO AND PSO SERVICES, concluded on 22. 10. 2025 ANSPs as the customers and Contracting Authority as the provider of services (hereinafter: **Framework Agreement**).

The subject of the public contract are consultancy services, as described in this tender documentation. Services, to be provided by selected bidder, are described in detail in “**ANNEX 1 – technical specification of the public procurement FAB CE Program Support Office [PSO]**”.

Successful bidder shall provide consultancy services, expressed in man-days (“**MD**”) and support on meetings (“**Missions**”) to Contracting authority. Contract on implementation of this public procurement will be initially concluded for definite period of time - until 31. 12. 2028. This term may be prolonged under conditions from this tender documentation until total number of MD and Missions, as provided in this tender documentation, is reached. Duration (term) of contract for implementation of public procurement is therefore **not** considered as vital element, since it may be altered – prolonged until total number of MD and Missions is reached.

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 Program Manager (PM).
- (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).
- (d) Technical facilities as described in Annex 1.

Experts from domains PM, OPS and TEC are **Type 1 experts**. Experts from domains SAF, HR and FIN are **Type 2 experts**. Administrators (Admin) are **Type 3 experts**.

Provider will provide maximal:

- 2.700 Expert MD (Type 1 + Type 2 experts)
- 1.050 Admin MD (type 3 experts)
- 150 Missions.

Number of actually provided MD / Missions depends solely on needs and orders of Contracting Authority. No fixed scope of MD / Missions is guaranteed. In case of prolongation of validity of contract on implementation of public procurement, services will be provided in longer term (i.e. from 31. 12. 2028 on), however in any case until total number of MD / Missions is reached.

Bidder shall appoint at least 10 experts, which will perform services.

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 B.11 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 C.04 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 **3.750**.
- 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 III.3.

#### **A.04 DURATION OF THE CONTRACT**

Contract will be concluded for the period until 31. 12. 2028. Duration of the contract may be prolonged for several times and for different durations, since Contracting Authority is tendering pool of experts – maximal number of MD / Missions. Prolongation of the duration of the contract is subject of unilateral decision of Contracting Authority. Regardless of the number of prolongations of the term of the contract on implementation of public procurement, selected bidder will not provide more than 3.750 MD of consultancy services. In total contract may be prolonged five times.

Contracting Authority has vital role in the FAB CE initiative. In case of maintaining such cooperation it is expected, that Contracting Authority will have vital role in such cooperation. Services, ordered within this public procurement are needed by the Contracting Authority for fulfilling such obligations.

Contracting Authority will prolong the duration of the contract provided that respective framework agreement(s), concluded by the Contracting Authority are prolonged within FAB CE initiative.

#### **A.05 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 meeting 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.

#### **A.06 HOW TO OBTAIN THE TENDER DOSSIER**

The tender dossier is available for tenderers via the link posted on the Public Procurement Portal ([www.enarocanje.si](http://www.enarocanje.si)).

#### **A.07 TENDER SUBMISSION**

Tenderers must submit their tenders to the e-JN information system (hereinafter: e-JN system) at <https://ejn.gov.si>, in accordance with point 3 of the document Instructions for the Use of the e-JN Information System: TENDERERS, which forms part of this tender dossier and is published on <https://ejn.gov.si>.

Before submitting a tender, the tenderer has to register at <https://ejn.gov.si>, in accordance with the Instructions for the Use of the e-JN Information System. If the tenderer is already registered in the e-JN system, the tenderer should log into the application at the same address.

The tenderer's user authorised to submit tenders in the e-JN system should submit the tender by clicking the "Submit" button. Once the tender is submitted, the e-JN system logs the user's identity and the time of submission of the tender. By submitting the tender, the user demonstrates and declares intention to submit a binding tender on behalf of the tenderer (Article 18 of the Obligations Code). Once submitted, the tender is binding for the period specified in the tender, unless the user withdraws or changes it before the deadline for submitting tenders.

A tender is deemed submitted in due time if the contracting authority receives it via the e-JN system <https://ejn.gov.si/eJN2> by **22. 12. 2025 not later than 12:00**. A tender is considered submitted if its status in the e-JN information system is marked as "SUBMITTED".

The tenderer should enter the total tender amount excluding tax in EUR and the amount of tax in EUR in the "Total tender value" section of the e-JN system. The amount including tax is automatically calculated in EUR. The completed and signed form C.01 TENDER should be attached to the "Pro-forma invoice" section. The "Total tender value" entered in the section of the same name and the document uploaded as a pro-forma invoice in the "Pro-forma invoice" section will be visible and accessible at the public opening of tenders. In case of discrepancies between the information provided in the "Total tender value" section and the document submitted in the "Pro-forma invoice" section, the information in the document submitted in the "Pro-forma invoice" section will take precedence.

The tenderer may withdraw or change the tender before the deadline for submission of tenders. If the tenderer withdraws the tender in the e-JN system, the tender will be considered not

submitted and will not be visible to the contracting authority in the system. If the tenderer changes the tender in the e-JN system, the last tender submitted by the contracting authority will be open in this system.

Tenders may no longer be submitted after the deadline for submission of tenders.

The link for the electronic submission of tenders in this public procurement procedure is published on the Public Procurement Portal.

#### **A.08 OPENING OF TENDERS**

The tenders will be opened automatically in the e-JN information system **on 22. 12. 2025 at 13:00 (Slovenian time)** on <https://ejn.gov.si/eJN2>.

During the opening of tenders, the e-JN system automatically displays the details of the tenderer, the variants, if requested or permitted and the total tender value, and provides access to the document uploaded by the tenderer to the e-JN system in the “Pro-forma invoice” part of the “Total tender value” section.

#### **A.09 ADDITIONAL EXPLANATIONS FOR TENDERERS**

The contracting authority will provide clarifications regarding the tender dossier on or through the Public Procurement Portal by not later than **15. 12. 2025**, provided that the request for clarifications was submitted in a timely manner, i.e. by **5. 12. 2025; by 12:00 (Slovenian time)**.

Communication with tenderers regarding questions related to the content of the contract and the preparation of tenders will take place exclusively via 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 contracting authority may modify or amend the tender dossier in accordance with Article 67 of the ZJN-3. The contracting authority will issue such modifications and amendments in the form of appendices to the tender dossier. Each appendix to the tender dossier will become its integral part. Questions and answers published on the Public Procurement Portal will also be considered part of the tender dossier.

Contracting authority:  
**FABCE, Aviation Services, Ltd.**  
ELJON Matej, Director



## **B. INSTRUCTIONS FOR TENDERERS**

### **B.01 GENERAL PART**

#### **B.01.1. LEGAL BASIS**

The contract award procedure is governed by the following regulations and documents:

- Public Procurement Act (ZJN-3) (Official Gazette of the RS, No. 91/15 et seq.);
- Legal Protection in Public Procurement Procedures Act (ZPVPJN) (Official Gazette of the RS, No. 43/11 et seq.);
- Obligations Code (OZ) (Official Gazette of the RS, No. 97/07-UPB1);
- Value Added Tax Act (ZDDV-1) (Official Gazette of the RS, No. 13/11 – official consolidated version, et seq.);
- Civil Procedure Act (ZPP) (Official Gazette of the RS, No. 73/07 – official consolidated version, et seq.);
- Integrity and Prevention of Corruption Act (ZIntPK) (Official Gazette of the RS, No. 69/11 – official consolidated version, et seq.);
- all applicable legislation governing this area.

The procedure will 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.

#### **B.01.2. JOINT TENDER**

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

A tender may be submitted by a group of tenderers. If such a group is selected, the contracting authority will request, not later than the conclusion of the contract, that the group submit a legal document on joint action, which will clearly indicate the following:

- a list of all partners in the group (title and address of partner, legal representative, registration number, tax number, transaction account number),
- nomination of the person responsible for the performance of the public contract,
- authorisation for the person responsible for the performance of the contract and the person responsible for signing the tender and the contract,
- the scope of supplies or services delivered by individual tenderers and their responsibilities,
- a statement that all tenderers participating in the joint tender are familiar with the instructions for tenderers, the terms of the tender and the award criteria and that they fully agree to them,
- a statement that all tenderers are familiar with the terms of payment under the tender dossier,
- provisions in 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 item B.02.3. 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 make the payment via the leading tenderer.

If the contract has been awarded to tenderers who have submitted a joint tender, the composition of the group 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 may terminate the contract or move forward with the remaining contractors only.

### **B.01.3. SUBCONTRACTING**

A tenderer may perform the public contract itself or with subcontractors.

Where a tenderer intends to perform the contract with a subcontractor the criteria in item B.02.3 Exclusion grounds of this documentation must be met also by the subcontractor who participates in the performance of the public contract.

In its tender the tenderer must:

- list all subcontractors
- provide completed ESPDs in respect of these subcontractors in accordance with Article 79 of the ZJN-3
- provide a subcontractor's statement on the C.06 form SUBCONTRACTOR STATEMENT

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 is required:

- the main contractor must 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 must submit a statement of consent on the basis of which the tenderer's obligations to the subcontractor will be settled by the contracting authority instead;
- the main contractor's invoice or statement must 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 will require the main contractor to submit, not 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 paragraphs 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 also present the information and documents referred to in the first and second paragraphs of this item.

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 must inform the main contractor of any such rejections of the new subcontractor within ten days of receipt of the proposal.

#### **B.01.4. RELIANCE ON THE CAPACITY 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 capacity of other entities, regardless of the legal nature of their relationship. 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 capacity of other entities only where the latter are to perform the works or services for which this capacity is required. Where a tenderer wants to rely on the capacity of other entities, it must prove to the contracting authority that the necessary resources will be available to it, for example by delivering assurances by those entities to that effect. If the entities upon whose capacity 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 will require that the entity that does not meet the criteria be replaced.

Where the contracting authority uses the capacity of another economic operator, the criteria in item B.02.3 Exclusion grounds of this dossier must also be met by such entity.

In its tender the tenderer must:

- list all entities whose capacity will be used
- provide completed ESPDs in respect of these entities in accordance with Article 79 of the ZJN-3

#### **B.01.5. TERMINATION OF THE PROCUREMENT PROCEDURE, REJECTION OF ALL TENDERS AND WITHDRAWAL FROM THE PROCEDURE**

The contracting authority may terminate the procurement procedure at any time prior to the expiry of the tender submission deadline. The contracting authority must publish such a decision on the Public Procurement Portal.

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 must inform tenderers or candidates of the reasons for such a decision and whether it intends to initiate a new procedure. The contracting authority must 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 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 must 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 will run from the date of service of the new decision.

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 will not conclude a contract or framework agreement with the selected tenderer and will notify the tenderers or candidates of its decision and the grounds for its withdrawal in writing.

#### **B.01.6. ADMISSIBLE AMENDMENTS TO THE TENDER**

Where information or documentation to be submitted by the tenderer is or appears to be incomplete or to contain errors, or where specific documents are missing, the contracting authority may request that the tenderer submit the missing documents, or amend or correct documents 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 will request that the tenderer 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 will exclude its tender from the contract award procedure.

Except where the correction or supplement concerns an obvious error, provided that such correction or supplement 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 ZJN-3, or the tender in terms of criteria,
- the part of the tender relating to the 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.

#### **B.01.7. CONTRACT AWARD NOTICE**

The contracting authority must 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 will 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. In the event that the contracting authority withdraws from the contract award process, it will not conclude a contract or framework agreement with the selected tenderer and will notify the tenderers or candidates of its decision and the grounds for its withdrawal in writing.

#### **B.01.8. CONCLUSION OF THE CONTRACT**

The contracting authority will conclude a contract with the most favourable tenderer.

The selected tenderer will be invited to sign the contract. If the tenderer fails to sign the contract within 5 working days after the invitation it will be considered to have withdrawn its tender. In this case the contracting authority will claim reimbursement from such tenderer for all damages incurred as a result of such conduct by the selected tenderer.

Prior to signing, the contents of the contract will be adjusted depending on whether the selected tenderer submits a joint tender, registers the participation of subcontractors, and so on.

#### **B.01.9. CONFIDENTIALITY OF THE DATA AND PROCEDURE**

Any information reasonably designated by the tenderer as a trade secret must be used only for the purpose of the public contract and may not be made available to anybody other than the people authorised by the contracting authority to execute the perform the public contract. The tenderer may designate information as a trade secret in accordance with the provisions of the law governing trade secrets. Notwithstanding the above, the contracting authority notes that public information includes the specifications of the supplies, services or works tendered and the quantities indicated in the specifications, the price per unit, the value of individual items and the total tender value as well as all the data that will affect the tender classification under other criteria.

The contracting authority will treat as a trade secret those documents in the tender marked with "CONFIDENTIAL" or "TRADE SECRET" written in capital letters in the top right corner. If only certain information in the dossier is to be treated as a trade secret, such confidential part must be underlined in red, and the words "TRADE SECRET" or "CONFIDENTIAL" must be written on the right-hand margin. The contracting authority is not responsible for the protection of the data that is not underlined in accordance with the above.

The contracting authority will ensure the protection of the data that is considered confidential in accordance with the provisions of the law governing the protection of personal or confidential data.

#### **B.01.10. REVIEW PROCEDURE**

Pursuant to the Legal Protection in Public Procurement Procedures Act (hereinafter: 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 has suffered or could suffer damage due to an 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 the ZJN-3 and ZPVPJN.

The request for review concerning the content of the notice, invitation to tender or the tender dossier must be filed within ten working days of the date of publication of the contract notice or receipt of the invitation to tender. Where the contracting authority modifies or amends the information in the notice, the invitation to tender or the tender dossier, a request for review relating to the modified, supplemented or clarified content of the notice, invitation or tender dossier or to information directly connected thereto in the original notice, invitation to tender or tender dossier, may be submitted within ten working days of the date of publication of the notice of additional information, information on an unfinished procedure or a correction, if this notice changes or supplements the requirements or criteria for selecting the most favourable tenderer.

After the decision on the award of the contract has been made, the time limit for filing a request for review is eight working days from the receipt of the contract award decision.

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

The request for review must comprise all elements specified in Article 15 of the ZPVPJN.

If the request for review concerns the content of the notice, invitation to tender or the tender dossier, the applicant must submit a confirmation of payment of the court fee in the amount of EUR 4,000.00 along with the request for review. If the request for review concerns the contract award decision, the applicant must also submit confirmation of payment of the court fee in the amount of two percent of the value of the selected tender inclusive of VAT.

The fee must be paid into the Bank of Slovenia sub-account for the purpose of payment of fees for the pre-review and review procedure, No. 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-XXXXXXYY (X is the number of the public contract notice, YY is the year. When the number of the public contract notice is less than six characters, "0" should be written in place of the first missing characters).

The request for review should be submitted via the eRevizija system.

#### **B.01.11. 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 or 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.

#### **B.02 MANDATORY CONTENTS OF THE TENDER AND CRITERIA AND EVIDENCE TO BE SUBMITTED BY TENDERERS TO VERIFY FULFILMENT OF THE SELECTION CRITERIA**

When preparing their tenders, tenderers must follow the Instructions for the use of the e-JN information system for the electronic submission of tenders: TENDERERS, which form part of the tender dossier.

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

The contracting authority will accept a declaration by the economic operator on the forms provided in this documentation as preliminary evidence in lieu of certificates issued by public authorities or third parties.

Where the country in which the tenderer is established does not issue the supporting documents required in item B.02.3 Exclusion grounds of this dossier related to the public contract, 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 the competent judicial or administrative authority, notary, or 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 tenderers at any time during the procedure to submit all or part of the evidence related to the statements in the attached forms if it doubts the veracity of the statements.

The evidence must reflect the actual legal capacity and status of the tenderer.

The contracting authority lays down the following mandatory criteria that are 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.

##### **B.02.1. TENDER (BID)**

The tenderer must prepare the **tender (BID) – FORM C.01 TENDER (BID)** in accordance with the conditions set out in the call for tenders and this tender dossier.

##### **B.02.2. ESPD**

The contracting authority will accept an ESPD – European Single Procurement Document – as preliminary evidence replacing certificates issued by public authorities or third parties.

Where the tenderer relies on capacity of other entities or participates with subcontractors, the ESPD must also contain the required information in respect of such entities.

The ESPD form is an official declaration by the economic operator that there are no grounds for exclusion and that it meets the conditions for participation, while also providing the relevant information requested by the contracting authority. The ESPD form must also include an official statement that the economic operator will be able to provide, upon request and without delay, evidence proving that there are no grounds for exclusion or that the selection criteria have been met.

The information provided in the ESPD and/or the evidence submitted by the economic operator must be valid.

The economic operator will import the tenderer's ESPD form (XML file) at <https://ejn.gov.si/espd> and enter the required data directly into it.

A completed and signed ESPD form must be included in the tender for all economic operators participating in the tender in any capacity (tenderer, participating tenderers in the case of a joint tender, economic operators whose capacity is relied upon by the tenderer, and subcontractors).

The tenderer submitting a tender in the e-JN system will upload its ESPD in the "ESPD – tenderer" part of the "Documents" section, and will upload the ESPD of other participants in the "ESPD – other participants" part of the "Participants" section. The tenderer submitting a tender in the e-JN system must upload an electronically signed ESPD in xml format. In the latter case, in accordance with the General Terms and Conditions for use of the e-JN information system, it is considered that a legally binding document has been submitted, which has the same validity as a signed document.

### **B.02.3. EXCLUSION GROUNDS**

**Criterion 1.** The contracting authority will 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 the 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 making or control therein has been convicted of criminal offences defined in the first paragraph of Article 75 of the ZJN-3 and specified in the Criminal Code or for comparable criminal offences by foreign courts.

**EVIDENCE:** An ESPD which must contain the personal identification number of all individuals who are members of the economic operator's administrative, management or supervisory body or have powers of representation, decision making or control therein. Tenderers may submit a criminal record certificate that is not older than 4 months prior to the deadline for submission of tenders, if they have one available.

The criterion must be met by all economic operators.

**Criterion 2.** The contracting authority will exclude an economic operator from the public procurement procedure where it has established, by verifying in accordance with Articles 77, 79 and 80 of the ZJN-3, that the economic operator 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. An economic operator will also be considered as not meeting its obligations referred to in the preceding sentence if it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the deadline for submitting the tender or request. An economic operator will not be excluded if, by the deadline for submitting requests or tenders, the economic operator settles any outstanding liabilities amounting to EUR 50 or more and submits all withholding tax returns for income from employment relationships for the last five years by the deadline for submitting the request or tender.

**EVIDENCE:** ESPD.

The criterion must be met by all economic operators.

**Criterion 3.** The contracting authority shall exclude a tenderer 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.

The criterion must be met by all economic operators.

**Criterion 4.** The contracting authority will exclude an economic operator from the public procurement procedure if, in the last three years prior to the deadline for submitting tenders, the competent authority of the Republic of Slovenia or another Member State or a third country has established at least two infringements in relation to payment for work, working hours, rest periods, the performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in relation to undeclared work, for which it has been fined for an offence by one or more final decisions.

**EVIDENCE:** ESPD.

The criterion must be met by all economic operators.

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

- 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.

**EVIDENCE:** ESPD.

The criterion must be met by all economic operators.

#### **B.02.4. ECONOMIC ABILITY**

**Criterion 6.** The tenderer must demonstrate that, in the 6 months prior to the deadline for submitting the tenders, it has not had a freeze imposed on any of its transaction accounts held with payment service providers.

The criterion must be met by all economic operators.

**EVIDENCE:** Fulfilled form C.02 STATEMENT TURNOVER

**Criterion 7. Minimal turnover:** Net turnover of the bidder, achieved with provision of services, being subject of PP (project management / consultancy services) in the last business year (i.e. business year 2024) was at least EUR 1,5 mio EUR.

**EVIDENCE:** Annual reports of the bidder for respective years with attached explanation of the bidder on turnover, achieved with project management / consultancy services. Fulfilled form C.02 STATEMENT TURNOVER

#### B.02.5. TECHNICAL AND PROFESSIONAL ABILITY

**Criterion 8. Proven track record of the bidder:**

Proven track record of the bidder shall be demonstrated with following references:

**Project #1:** Bidder successfully performed at least one business, which has following elements:

- **Period:** performed within 36 months from the expiration of deadline for submission of the bids
- **Value:** 1 mio EUR (net)
- **Type of services:** project management services
- **Field:** international ATM field – “Single European Sky” initiative

**Project #2:** Bidder successfully performed at least one business, which has following elements:

- **Period:** performed within 60 months from the expiration of deadline for submission of the bids
- **Type of services:** project management support services, provided to any FAB initiative in at least two of the following areas:
  - Performance planning / monitoring / evaluation;
  - Safety management;
  - Quality management;
  - Strategic/programme management;
  - Project planning and control.

This condition may be mutually proven by members of the consortium – with sub-contractors.

Provided that one business fulfils conditions for Project #1 and Project #2, bidder may submit one business.

**EVIDENCE:** A completed and signed statements in the 0

PROVEN TRACK RECORD OF THE BIDDER. **Statements shall be confirmed by the Customer.**

**Criterion 9. Nominated personnel of the bidder:**

Bidder shall appoint at least 10 individuals – experts – 6 for domains PM, OPS and TEC (2 per domain) and 3 for domains SAF, HR and FIN. Assignment of the domain for remaining expert (to achieve minimal number of personnel, being 10) is up to the bidder.

Appointment of Admins (i.e. specification of name and surname of Admins) is not required, however individual, acting as Admins, shall fulfil minimal requirements.

**Project leader:** 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 years' experience in project management in ANS industry environment in the related domain.

Experts **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).

Experts, appointed **covering OPS and TEC domain**, shall fulfil following conditions:

- University or academic degree,
- 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.

Experts **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.

**Admins** shall fulfil following conditions:

- Secondary school,
- English language proficiency,

- Computer literacy,
- Project document configuration experience.

**EVIDENCE:** List of nominated personnel – form C.04 LIST OF NOMINATED PERSONNEL with supporting documents.

#### **B.02.6. OTHER CRITERIA**

**Criterion 10.** The tenderer is not listed in the record of business entities referred to in Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, No. 69/11) and is not prohibited from doing business with the contracting authority on the basis of this article.

**EVIDENCE:** a completed and signed C.08 STATEMENT PURSUANT TO ARTICLE 35 OF THE ZINTPK for each of the tenderers participating in the tender.

#### **B.02.7. OTHER REQUIREMENTS BY THE CONTRACTING AUTHORITY**

**Requirement 1.** The tenderer must confirm that it agrees with the draft of the contract.

**EVIDENCE:** It is presumed with submission of the bid that the bidder fully agrees with the draft of the contract on implementation of public procurement.

**Requirement 2.** The tenderer must submit information on:

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

**EVIDENCE:** Statement on the C.07 form STATEMENT ON THE PARTICIPATING INTEREST OF NATURAL AND LEGAL PERSONS IN THE ENTITY'S ASSETS.

#### **B.02.8. Financial collaterals**

**Bid bond:** not requested.

**Performance bond:** Shall be submitted by the successful bidder and is precondition of validity of the contract on implementation of public procurement. Guaranteed amount shall be 2,5 % of the contract value (i.e. contract value considering max. number of MD and Missions) – value, which is subject of evaluation in accordance with B.11 Award criteria. In case of non-performance / poor-performance of the provider Contracting Authority may liquidate such bank guarantee.

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.

Submitted performance bond shall not be materially different as the sample from this tender documentation (form C.09 SAMPLE OF THE PERFORMANCE BOND).

### **B.03 ADMISSIBLE TENDERS**

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

#### **B.04 EXCLUSION OF TENDERS**

Any inadmissible tenders will be excluded by the contracting authority.

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 B.02.3 Exclusion grounds or does not meet the conditions set out in items B.02.4 Economic ability or B.02.5 Technical and professional ability of this documentation related to the public contract. The contracting authority will 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 the ZJN-3.

A tenderer who is in one of the situations referred to in item B.02.3 Exclusion grounds of this documentation related to the public contract, may provide to the contracting authority, within the limits set out by the law, 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 must 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.

#### **B.05 LANGUAGE AND FORMAT OF THE TENDER**

The tender dossier must be drawn up in Slovenian or English, in accordance with the instructions and forms contained in the tender documentation. The public procurement procedure will be conducted in the Slovenian language. Tenderers may submit their tenders in Slovenian or English.

The technical specifications of the subject of the public procurement (document **ANNEX 1 – technical specification of the public procurement FAB CE Program Support Office [PSO] - 2025**) are prepared only in English, in view of the subject of the procurement.

The tender must be submitted using the forms from the appendices in the tender documentation 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.

The tenderer must complete all fields in all forms constituting the tender dossier in clearly legible printed letters, or type in the information, as well as date, sign and stamp the documents.

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 will be excluded from further assessment.

The statement in documents must reflect the actual situation and facts at the time of tender submission and must be verifiable.

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

If, when reviewing and evaluating the tender, the contracting authority deems it necessary for a part of the tender not submitted in Slovenian to be officially translated into Slovenian, it may request the tenderer to do so and set an appropriate deadline. The translation costs will be borne by the tenderer.

#### **B.06 TENDER VALIDITY**

Tenders must remain valid for at least 120 days after the tender submission deadline. Tenders with a shorter validity period will be excluded.

In extraordinary circumstances the contracting authority may request that tenderers 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 fax. Tenderers may reject the request. The tenderer who agrees to the request will not be required or allowed to modify the tender in any way other than by extending the validity of the tender.

#### **B.07 PRICE**

The price is fixed and includes all taxes (except value added tax), contributions, employment-related allowances or other allowances in accordance with regulations, fees, charges, insurance costs, travel expenses and other costs incurred in the performance of services.

#### **B.08 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 will investigate whether the tenders are indeed abnormally low and request that the tenderers explain the price or costs proposed therein.

The contracting authority will also verify whether a tender is abnormally low 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, during a procurement procedure, the contracting authority verifies the admissibility of all tenders it will, 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 will request that the tenderer provide in writing details of and justification for the elements of the tender which it considers relevant for the performance of the contract or which have an impact on the ranking of the tenders received.

The contracting authority will assess the explanation by consulting the tenderer. It will only reject a 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 will reject a tender where it has established that it is abnormally low because it does not conform to applicable obligations referred to in Article 3(2) of the ZJN-3<sup>1</sup>.

#### **B.09 PAYMENT TERMS**

The services provided will be paid by the contracting authority within 30 days of receiving the invoice. The manner of acceptance and other conditions relating to the issuance of invoices are laid down in the contract.

#### **B.10 VARIANT TENDERS**

Variant tenders are not permitted.

#### **B.11 AWARD CRITERIA**

Public procurement will be awarded to the bidder, which submits Most Economically Advantageous Tender (**MEAT**). MEAT is considered bid, which receives most points according to the following award criteria. Bid of the bidder may receive 100 points at most – 60 points based on offered price [“Calculative value of the bid” [listed on form C.01 TENDER (BID)]] and 40 points based on the experiences of nominated personnel.

##### **Award criteria “Calculative value of the bid” (max. 60 points):**

Points are assigned to the bid according to the following equation:

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

P [min] – lowest offered “Calculative value of the bid” [listed on form C.01 TENDER (BID)]

P [evaluated] – “Calculative value of the bid” [listed on form C.01 TENDER (BID)] from the evaluated bid

##### **Selection criteria “experience of personnel” (max. 40 points)**

Experiences of individual nominated expert are evaluated, whereas each expert may receive 4 points most. Subject of evaluation is (i) Environment, in which reference was acquired and (ii) Age of the reference. Number of points, awarded to the *respective* (evaluated) nominated individual is calculated according to the following equation:

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

All 10 nominated individuals are evaluated according to the equation above.

Value of **FR1** is assigned observing following table:

Factor – F1R	Requirements for application of the factor
-----------------	--

<sup>1</sup> In the performance of the public contract, economic operators must comply with applicable obligations in environmental, social and labour laws established by EU law, regulations in force in the Republic of Slovenia, collective agreements, or by provisions of international environmental, social and labour law. The list of international social and environmental conventions is provided in Annex X to Directive 2014/24/EU and Annex XIV to Directive 2014/25/EU.

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

Value of **FR2** is assigned observing following table:

<b>Factor – F2R</b>	<b>Requirements for application of the factor</b>
1,0	Services performed within last two years [within period from August 2023 to August 2025].
0,75	Services performed more than two years ago – i.e. within period from August 2022 to July 2023.
0,25	Services performed more than three years ago and less than five years ago i.e. within period from August 2020 to July 2022.



## **C. TENDER AND TENDERER INFORMATION**

## C.01 TENDER (BID)

**Contracting authority:** FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia

**Public procurement:** FAB CE Program Support Office [PSO] – 2025

**TED publication number:** \_\_\_\_\_

**Number:** \_\_\_\_\_

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

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

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

- ☐ Independent tender - as an independent tenderer
- ☐ Joint tender - as a leading tenderer in a joint tender
- ☐ Independent tender with subcontractors
- ☐ Joint tender with subcontractors - as a leading partner in a joint tender with subcontractors

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

### II. Calculative value of the bid

Type of personnel	Offered price / unit <sup>2</sup> (VAT and other taxes, if applicable, included)	Estimated quantity of man-days to be provided <sup>3</sup>  [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]		2400	
Type 2 [covering SAF, HR and FIN domains]		300	
Type 3 [Administrators]		1050	
Missions		150	
		Calculative value of the bid <sup>4</sup> - summary of values above	

<sup>2</sup> In case of experts unit is 1 man-day and in case of mission unit is 1 mission.

<sup>3</sup> This value is provided solely for the purpose of evaluation of the bids. Actually performed MD / Missions depends on actual needs and orders of Contracting Authority.

<sup>4</sup> 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.

Conditions, applicable for bid

- The tender shall be valid until \_\_\_\_\_ (at least 120 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.
- 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

## **C.02 STATEMENT TURNOVER**

**Contracting authority:** FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik  
– Aerodrom, Slovenia  
**Public procurement:** FAB CE Program Support Office [PSO] – 2025  
**TED publication number:** \_\_\_\_\_

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 i.e. year 2024 was at least EUR 1,500,000.00. Annual reports are enclosed.
- in the 6 months prior to the deadline for submitting the tenders, we had not had a freeze imposed on any of transaction accounts held with payment service providers.
- We do not have any outstanding obligations to subcontractors from previous public procurement procedures.

Place and date:

Tenderer:

Signature:

### C.03 PROVEN TRACK RECORD OF THE BIDDER

Contracting authority: FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia  
Public procurement: FAB CE Program Support Office [PSO] – 2025  
TED publication number: \_\_\_\_\_

#### Project #1:

	Minimal requirement	Information on the respective project
Customer		
Contact information of the customer		
Title of the project		
Detailed description of services		
Period	performed within 36 months from the expiration of deadline for submission of the bids	
Value	1 mio EUR (net)	
Type of services:	project management services	

Performance was fully in line with the contractual terms.

**This statement shall be confirmed by the Customer.**

Place and date:

Customer:

Stamp and signature:

Contracting authority: **FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik  
– Aerodrom, Slovenia**  
Public procurement: **FAB CE Program Support Office [PSO] – 2025**  
TED publication number: \_\_\_\_\_

**Project #2:**

	<b>Minimal requirement</b>	<b>Information on the respective project</b>
Customer		
Contact information of the customer		
Title of the project		
Detailed description of services		
Period	performed within 60 months from the expiration of deadline for submission of the bids	
Type of services:	project management support services, provided to any FAB initiative in at least two of the following areas: <ul style="list-style-type: none"> <li>- Performance planning / monitoring / evaluation;</li> <li>- Safety management;</li> <li>- Quality management;</li> <li>- Strategic / programme management;</li> <li>- Project planning and control.</li> </ul>	

Performance was fully in line with the contractual terms.

**This statement shall be confirmed by the Customer.**

Place and date:

Customer:

Stamp and signature:

#### C.04 LIST OF NOMINATED PERSONNEL

Contracting authority: FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia

Public procurement: FAB CE Program Support Office [PSO] – 2025

TED publication number: \_\_\_\_\_

We appoint following individuals:

#	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	To be decided by the bidder		
2		Type 1	PM	To be decided by the bidder		
3		Type 1	OPS	To be decided by the bidder		
4		Type 1	OPS	To be decided by the bidder		
5		Type 1	TEC	To be decided by the bidder		
6		Type 1	TEC	To be decided by the bidder		
7		Type 2	SAF	To be decided by the bidder		
8		Type 2	HR	To be decided by the bidder		
9		Type 2	FIN	To be decided by the bidder		
10		To be decided by the bidder	To be decided by the bidder	To be decided by the bidder		

Place and date:

Name and surname:

personnel

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 *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).

Place and date:

Signature:



## C.05 DRAFT OF THE CONTRACT

**Contract on implementation of the public procurement “FAB CE Program Support Office [PSO] - 2025”, 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 5th 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 Contract.

### **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:
  - 2.700 MD of consultancy services by Experts (Type 1 and Type 2 personnel)
  - 1.050 MD services by Admins

- 2.2. 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.
- 2.3. Service provider shall perform up to 150 Missions, as defined in the tender documentation for Public Procurement. Contracting Authority is not obliged to exhaust such 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;
  - 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 be 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 inquiries 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:
- Identification of personnel, which performed services, subject of this contract, with exact times and dates of performed services and accomplished missions;
  - 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:
- 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;
  - 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;
  - Precision: submission of deliverables meeting precisely the requirements;
  - 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 <sup>5</sup> (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.

## 9. Article - General obligations of contracting parties

---

<sup>5</sup> In case of experts unit is 1 man-day and in case of mission unit is 1 mission.

9.1. The Contracting Parties shall:

- make all possible efforts to promptly, actively and accurately perform and fulfil their obligations under this contract;
- 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;
- within a reasonable time provide all information, reasonably requested by the other Contracting Party in connection with the performance of this contract;
- ensure that their obligations hereunder are performed with due care, expertise and prudence by competent persons possessing appropriate qualifications and experience;
- not perform their obligations hereunder in a manner that is in any way incompatible with this contract;
- Comply with all relevant legal requirements in the course of the performance of this contract;
- 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:
- for worldwide territory;
  - for unlimited scope;
  - 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:
- 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 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 regarding whether sub-contractor 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 – Social clause**

- 16.1. The Contract is concluded subject to a resolutive condition which shall be deemed fulfilled if the Contracting Authority becomes aware that a court, by a final and binding decision, has established a breach of the obligations referred to in the third bullet of fourth paragraph of Article 67 of the Public Procurement Act (ZJN-3) by the Contractor or any of its Subcontractors, or if the Contracting Authority becomes aware that a competent state authority has determined, during the performance of the Contract, at least two infringements by the Contractor relating to remuneration for work, working time, rest periods, performance of work on the basis of civil law contracts notwithstanding the existence of elements of an employment relationship, or undeclared employment, and for which the Contractor has been imposed a fine for a misdemeanour by a final and binding decision or by several such decisions.
- 16.2. The resolutive condition shall be deemed fulfilled provided that at least six (6) months remain between the date on which the Contracting Authority becomes aware of the infringement and the expiry of the term of the Contract. In the case of performance involving Subcontractors, the resolutive condition shall likewise be deemed fulfilled if, following the establishment of an infringement by a Subcontractor, the Contractor fails to duly replace or substitute such Subcontractor within thirty (30) days from the date on which it became aware of the infringement.
- 16.3. Upon fulfilment of the resolutive condition, the Contract shall be deemed terminated as of the date of conclusion of a new public procurement contract for the same subject-matter. The Contracting Authority shall initiate a new public procurement procedure without delay, but no later than thirty (30) days from the date on which it became aware of the infringement. Should the Contracting Authority fail to initiate a new public procurement procedure within the aforementioned period, the Contract shall be deemed terminated on the thirtieth (30th) day following the date on which the Contracting Authority became aware of the infringement.

## **17. Article - Delay of performance of the services**

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

## **18. Article - Non-performance and corrective measures**

- 18.1. 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:



- describe in details reasons for non-performance
  - reply to all issues, raised by the Contracting Authority in the notice from this point and
  - 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.
- 18.2. In case of non-performance the Contracting Authority has, after providing notice to the Service Provider from the point 18.1 above, following rights:
- to terminate this contract without notice period or
  - 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.
- 18.3. 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 % of the Calculative value of the bid.

## **19. Article - Common provisions for contractual penalties**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.

## **20. Article - Confidentiality**

- 20.1. 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:
- 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;
  - 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;
  - 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;
  - 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.
- 20.2. 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.

## **21. Article - Performance bond**

- 21.1. 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.
- 21.2. Guaranteed amount of the performance bond shall be 2,5 % of the "calculative value of the bid", as presented by the Service Provider.
- 21.3. 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.
- 21.4. Submitted performance bond shall be valid until at least 31<sup>st</sup> of December 2028.

## **22. Article Term, termination**

- 22.1. This contract shall become valid and effective upon fulfilment of all the following conditions:
  - Signing of the contact by both contracting parties;
  - Submission of the performance bond by the Service Provider;
  - Fulfilment of all necessary conditions (e.g. applicable consents of competent bodies) on the side of the Contracting Authority.
- 22.2. This contract expires on 31<sup>st</sup> of December 2028. Provided that total number of MD and Missions, as specified in the tender documentation, is not reached until this date, Contracting Authority may prolong term of this contract. In case of prolongation of the term of this contract:
  - Service Provider shall submit prolongation of the performance bond, whereas value of the performance bond remains the same
  - Contracting Parties conclude written annex to this Contract.
- 22.3. 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.

- 22.4. The Contracting Authority has the right to terminate this contract in case if Framework Agreement is terminated. In such case notice period for termination of this contract is unilaterally decided by Contracting Authority, observing termination of Framework Agreement. Such termination is not considered as termination due to the material breach by the Provider.

### **23. Article - Contact persons**

- 23.1. 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.
- 23.2. 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.
- 23.3. Contract person shall be main point of contact for general issues, related to the implementation of this contract.

### **24. Article - Miscellaneous**

- 24.1. 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.
- 24.2. Contracting parties shall try to resolve any eventual disputes, related to this contract, amicably, 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.

24.6. 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.

24.7. 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, [representative of the service provider  
director to be inserted]**

## C.06 SUBCONTRACTOR STATEMENT

**Contracting authority:** FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia  
**Public procurement:** FAB CE Program Support Office [PSO] – 2025  
**TED publication number:** \_\_\_\_\_

Company:	
Address:	
Registration number:	

We hereby declare that, if the economic operator is selected, we will participate in the performance of the contract with works worth EUR \_\_\_\_\_. We declare that (mark as appropriate):

- ☐ WE REQUEST to be paid directly and therefore give our consent to the contracting authority to settle the contractor's obligations arising from the performance of the public contract with us as a subcontractor, instead of the contractor themselves.
- ☐ WE DO NOT REQUEST to be paid directly.

Place and date:

Subcontractor:

Stamp and signature:

**C.07 STATEMENT ON THE PARTICIPATING INTEREST OF NATURAL AND  
LEGAL PERSONS IN THE ENTITY'S ASSETS**

**Entity information:**

Company name:
The entity is the operator in a silent partnership (circle):
YES / NO

**Ownership structure of the entity:**

**1.1. Information on participating interests of natural persons in the entity's assets, including silent partners:**

Please specify:

- any natural person who directly or indirectly holds more than 5% of the shares, or has a more than 5% share in the founding rights, management or capital of a legal entity, or has a controlling position in the management of the assets of a legal entity;
- any natural person who indirectly provides or secures funds for a legal person and, on that basis, can control, direct or otherwise significantly influence the decisions of the management or other governing body of the legal person in deciding on financing and business operations.

1	Name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			
2	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			
3	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			

Copy this page if there are additional persons.

**1.2. Information on participating interests of legal persons in the entity's assets, including whether the legal person is a silent partner\*:**

1	Company name:			
	Registered office:			
	Registration number:			
	Share of ownership:		Operator in a silent partnership:	YES / NO
	The legal person is owned by the following natural persons:			
	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			
	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			
	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
	If YES, name of the operator in a silent partnership:			
	First name and surname:			
	Residence:			
	Share of ownership:		Silent partner:	YES / NO
If YES, name of the operator in a silent partnership:				

A separate sheet should be attached for each legal person. If there are several natural persons, several sheets should be attached for each legal person.

**Information on companies considered to be affiliated with the entity under the provisions of the act governing companies (Article 527 of the Companies Act):**

1	Company name:	
	Registered office:	
	Registration number:	
	Type of association:	
2	Company name:	
	Registered office:	
	Registration number:	
	Type of association:	
3	Company name:	
	Registered office:	
	Registration number:	
	Type of association:	
4	Company name:	
	Registered office:	
	Registration number:	
	Type of association:	

By signing this statement, I guarantee that no other natural or legal persons, silent partners, or economic entities considered to be affiliated with the entity under the provisions of the act governing companies are involved in the entire ownership structure.

By signing this statement, I guarantee the accuracy and authenticity of the information provided and am aware that the contract will be null and void in the event of a false statement or inaccurate information in the statement. I undertake to notify the contracting authority of any changes to the information provided.

Place and date:

Entity:

Signature:



**C.08 STATEMENT PURSUANT TO ARTICLE 35 OF THE ZINTPK**

**Contracting authority:** FABCE, Aviation Services, Ltd., Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia  
**Public procurement:** FAB CE Program Support Office [PSO] – 2025  
**TED publication number:** \_\_\_\_\_

**STATEMENT pursuant to Article 35 of the ZIntPK**

I \_\_\_\_\_

(first name and surname of the natural person or responsible person of the business entity)

hereby declare that the business entity

\_\_\_\_\_  
(name of the business entity as it appears in official records)

is not / am not affiliated with a holder of public office and is not / am not, to its/my best knowledge, affiliated with a family member of a holder of public office XXXXX in the manner specified in the first paragraph of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, No. 69/11 – official consolidated version, and 158/20).

The text of the first paragraph of Article 35 of the ZIntPK reads as follows:

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

- participating as a manager, member of management or legal representative or
- having more than a five percent share in the founders’ rights, management or capital, either by direct participation or through the participation of other legal persons.”

Place and date:

Entity:

Signature:

## C.09 SAMPLE OF THE PERFORMANCE BOND

**Name of the bank or insurance company:** \_\_\_\_\_

**Place and date:** \_\_\_\_\_

**Beneficiary:**

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

**Bond no.:** \_\_\_\_\_

Pursuant to the public contract for \_\_\_\_\_ 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 2,5 % 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)

**C.10 ANNEX 1 – TECHNICAL SPECIFICATION OF THE PUBLIC  
PROCUREMENT FAB CE PROGRAM SUPPORT OFFICE [PSO] - 2025**

## **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 RP4 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 RP4 targets and CP1 families.
- Planning of all FAB CE implementation activities to cover period until 2030 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 support to states;
- 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 Customer's staff in relation to approved post-Task operational documentation
  - Preparing recommendations for Customer related to appropriate procurement of external products and services, including technical and non-technical requirements
  - Preparing recommendations for Customer 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
- Standard solution shall be used with generic support to major platforms and OS (Windows, mac OS, Android, IOS).

#### **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 Customer 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><b>General:</b></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><b>Task Meetings</b> (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><b>FAB CE Meetings:</b></p> <p>Participate in the PMMs when needed</p> <p>Participate in Steering Committee and Sub Committees when needed</p> <p>Forces meetings when required</p> <p>Participate in the Ad-Hoc Team when required</p> <p><b>Task Deliverables</b> (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><b>Safety:</b></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>	<ul style="list-style-type: none"> <li>▪ University or academic degree</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ PMP or similar project management certificate</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>▪ Minimum of 5 year experience in project management in ANS industry environment in the related domain</li> </ul>

ROLE	ROLE OWNER	<b>RESPONSIBILITIES</b> <i>Note: Detailed descriptions of tasks and responsibilities will be provided in respective Task Validation Decision</i>	<b>REQUIRED QUALIFICATIONS/SKILLS/EXPERTISE</b>
		<p>Report on the status of the safety activities at the PMM</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> <li>• escalation of issues under respective responsibility area</li> <li>• identification of risks under respective responsibility area and making recommendations for elimination</li> <li>• budgeting of costs and resources at Task level</li> <li>• Task planning and coordination under respective responsibility area</li> <li>• fulfilment of tasks as per specifications/instructions under respective responsibility area</li> </ul>	
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"> <li>• escalation of issues under respective responsibility area-responsibility for identification of risks under respective responsibility area and making recommendations for elimination</li> <li>• responsibility for budgeting of costs and resources at WP level</li> <li>• WP planning and coordination under respective responsibility area</li> <li>• responsibility for fulfilment of tasks as per specifications/instructions under respective responsibility area</li> </ul>	<ul style="list-style-type: none"> <li>▪ University or academic degree</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ minimum of 2-year experience of project work in ANS industry environment in the respective domain</li> </ul>

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
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>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"> <li>• fulfilment of tasks as per specifications/instructions under respective responsibility area</li> <li>• drafting analysis, recommendations, solutions, processes, deliverable documents and other professional contributions as per instructions.</li> <li>• escalation of issues under respective responsibility area</li> <li>• identification of risks under respective responsibility area and making recommendations for elimination</li> </ul>	<p><b><u>Levels of Experts:</u></b>  <b><u>Legal/Financial Domain Expert</u></b>  University or academic degree  English language proficiency  Computer literacy  Demonstrated experience in respective domain of knowledge (eg procurement etc.)  Overall understanding of business processes</p> <p><b><u>ATM Domain Expert</u></b></p> <ul style="list-style-type: none"> <li>▪ University or academic degree</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ Min 5 years of professional experience in ANS industry projects</li> <li>▪ Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, SDM, ICAO etc).</li> </ul> <p><b><u>Program Management Expert</u></b></p> <ul style="list-style-type: none"> <li>▪ University or academic degree</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ Min 5 years of professional experience in Program Management</li> <li>▪ Demonstrated understanding of business processes, ANS industry organisations and regulatory bodies (EC, ECTL, SDM, ICAO etc).</li> </ul> <p><b><u>Senior Industry Experts</u></b>  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>

ROLE	ROLE OWNER	<b>RESPONSIBILITIES</b> <i>Note: Detailed descriptions of tasks and responsibilities will be provided in respective Task Validation Decision</i>	<b>REQUIRED QUALIFICATIONS/SKILLS/EXPERIENCE</b>
PSO Administrators	Administrators nominated by ANSPs or external 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"> <li>• Taking minutes on meetings upon request and ensure distribution of them, collecting reviews of participants and store final versions on the FAB CE Repositories</li> <li>• Support in preparation for presentations or preparation of documents upon request</li> <li>• Maintain project documentation, files and records for storing them in the pre-defined repositories of the FAB CE Programme (e.g. Sharepoint)</li> <li>• Provide document management services and procedures</li> <li>• 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)</li> <li>• Provide written or verbal report on PSO tasks for the Program Manager</li> <li>• Ensure editorial consistency of the documents prepared for approval processes</li> <li>• Configure deliverables and issues defined by PMr</li> <li>• Maintain Distribution Lists and Programme Directory</li> </ul>	<ul style="list-style-type: none"> <li>▪ Secondary school</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ Project document configuration experience</li> </ul>

ROLE	ROLE OWNER	<b>RESPONSIBILITIES</b> <i>Note: Detailed descriptions of tasks and responsibilities will be provided in respective Task Validation Decision</i>	<b>REQUIRED QUALIFICATIONS/SKILLS/EXPERTISE</b>
		Support access/rights to Sharepoint repository <ul style="list-style-type: none"> <li>• Maintain the FAB CE Calendar</li> </ul>	
Safety Officers	Nominated ANSP and/or external expert	Assisting the Project Leader on safety related activities of the Task  Submitting regular Task Safety Report reports on the status of the Task safety activities in accordance with the approved FAB CE Safety documentation  Drafting Planning and estimation of the effort for the safety management activities and reporting to Project Leader  Management of safety management activities  Coordination of safety management activities with the SAF SubC, if applicable  Review and release of safety management deliverables	<ul style="list-style-type: none"> <li>▪ University or academic degree preferred</li> <li>▪ English language proficiency</li> <li>▪ Computer literacy</li> <li>▪ Min 3 years of professional experience in ATM Safety Management ANS industry projects</li> <li>▪ Demonstrated understanding of ATM regulatory bodies (EC, EASA, ECTL, SDM, ICAO etc).</li> </ul>
Sub-Committee Members	Expert nominated by ANSP	Defined by respective Term of Reference ("ToR")	
Task Force Members	Nominated by ANSP	Defined by respective ToR	
Steering Committee Members	Delegated by ANSP's	Cooperation Agreement and defined in the respective ToR	
CEOC Members	CEOs of ANSP's	Cooperation Agreement	



