

Ref. No.: 273-1/3-2020
Date: 25.05.2020

TENDER DOCUMENTATION

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik-aerodrom, SLOVENIA
Object of the public procurement:	Delivery of Spare parts for CNS systems
Tender No.:	273-1/2020
Type of tender procedure:	Low-value contract procedure with prior publication of a contract notice on the Slovenian national portal of public procurement - www.enarocanje.si

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I. INVITATION TO TENDER

1. Basic information on Contracting Authority and public procurement

Pursuant to the Article 47 of the Public Procurement Act (hereinafter: ZJN-3) FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik-aerodrom, SLOVENIA (hereinafter also: "Contracting Authority") prepared this invitation for cooperating in the public procurement procedure "Delivery of Spare parts for CNS systems" (hereinafter also: "public procurement procedure").

Object of the public procurement is specified in details in chapter 13 Object of the public procurement of this tender documentation.

Type of public procurement procedure: Low-value contract procedure with prior publication of a contract notice on the Slovenian national portal of public procurement - www.enarocanje.si Negotiations are included in the procedure and shall be conducted in accordance with the provisions of this tender documentation.

The internal reference number of public procurement: 273-1/2020

CNS systems that are included in this public procurement procedure are in operational use by providers of air navigation services in Slovenia and Croatia, i.e. Kontrola zračnega prometa Slovenije, d.o.o. (Slovenia Control, Ltd.) and Croatia Control Ltd., Hrvatska kontrola zračne plovbe d.o.o. (hereinafter also: "end-user"). The Contracting Authority is an in-house entity, under the control of end-users. Spare parts for the included CNS systems shall be purchased by the Contracting Authority, but in accordance with the end-users' needs and internal purchase decisions.

2. Electronic Submission of application and final bid, deadlines for submission and opening of the application and the final bid

The Bidder shall prepare:

- a) Application for recognition of the capability for acting in the public procurement procedure (hereinafter also: "Application");
- b) Final bid for the implementation of the public procurement (hereinafter also: "Final bid").

The Bidder shall submit the Application and the Final bid to the e-JN information system at the address <https://ejn.gov.si/ejN2>, in accordance with point 3 of the document Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter: Instructions for using e-JN¹), which is an integral part of this tender documentation.

Prior to submission of the Application and the Final bid, the Bidder must be registered at the address <https://ejn.gov.si/ejN2>, in accordance with the Instructions for using e-JN.

The Bidder's user who is in the e-JN information system authorized to submit applications/bids, submits the application/bid by clicking the "Submit tender"/"Oddaj" button. The e-JN information system records the identity of the user and the time when the application/bid is submitted. By the act of submitting an application/bid, the user declares and demonstrates the will to submit a binding application/bid on behalf of the bidder (Article 18 of the Obligations Code). The submission of an application/bid shall be binding for the

¹ Instructions for using e-JN: https://ejn.gov.si/documents/10193/191051/ejn_EO_instructions.pdf

time stated in the application/bid, unless it is withdrawn or modified by the bidder's user before the deadline for the submission of application/bid.

Deadline for the submission of the Application to the e-JN information system <https://ejn.gov.si/ejN2> is **15.6.2020** by 11:00 CET. Deadline for submission of the Final bid shall be indicated in the instructions for preparation of the Final bid.

The Application/Bid is considered to be submitted, when it is marked "Submitted"/"Oddano" in the e-JN information system.

The Bidder may withdraw or modify its Application/Final bid by the deadline for submission of Application/Final bid. If the Bidder withdraws its Application/Final bid in the e-JN information system, it shall be considered that the Application/Final bid has not been submitted and the Contracting Authority shall not see it in the e-JN system either. If the Bidder changes its Application/Final bid in the e-JN information system, the last submitted Application/Final bid shall be opened to the Contracting Authority in the e-JN information system. After the expiration of the deadline for submission of the Application and/or Final bid, the Bidder can no longer submit Application/Final bid.

Access to the system of electronic services for this public procurement procedure is https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml

The opening of the Application or Final bid will take place automatically in the e-JN information system. The opening of the Application is not public, whilst the opening of the Final bid is public according to the law.

3. Explanation of tender documentation

The Contracting Authority shall provide additional clarifications regarding this tender documentation on the requests, which shall be submitted no later than 4.6.2020 by 11:00 CET. Questions and requests for clarification of the tender documentation should be submitted exclusively through the Slovenian public procurement portal (www.enarocanje.si) via the link "Pošlji vprašanje naročniku. / Send a question to the Contracting Authority."

The Contracting Authority shall respond to such timely request no later than 9.6.2020 by 16:00 CET. The explanations shall be published on the Slovenian public procurement portal (www.enarocanje.si) and on the Contracting Authority's website (www.fab-ce.eu).

Explanations, amendments and supplements to the tender documentation shall be published on the Slovenian public procurement portal www.enarocanje.si). The Contracting Authority will not provide individual information on the explanations, amendments and supplements to the tender documentation. Bidders are solely responsible for monitoring the Slovenian procurement portal www.enarocanje.si, where the Contracting Authority shall publish answers to questions and all further explanations.

The Contracting Authority reserves the right to change or amend tender documentation. The Contracting Authority shall inform the Bidder about any clarifications, changes and/or amendments of tender documentation. Clarifications, changes and/or amendments are integral part of the tender documentation.

Zg. Brnik, 25.5.2020

FABCE, Aviation Services, Ltd.
Matej Eljon
Director

II. INSTRUCTIONS ON PREPARATION OF THE BID – GENERAL PART

4. Applicable law and regulations

The legislation of the Republic of Slovenia applies to this public procurement. The Bidder has to comply with all requirements stipulated by acts or regulations governing the object of public procurement.

5. Fundamental obligations

The Bidder agrees and states that he:

- is going to implement the public procurement according to the requirements of the trade and all legislation in force, as well as give recommendations and rates in case of conclusion the contract for the implementation of the public procurement;
- is going to implement the public procurement with professionally trained and skilled employees in case of conclusion the contract for the implementation of the public procurement;
- agrees with and accept all conditions stated in this tender documentation without any restrictions;
- carefully examined the complete tender documentation during the preparation of the Application/Final bid;
- is fully aware of the scale, scope and complexity of the public procurement;
- is not going to claim any compensation from the Contracting Authority should the contract on implementation of the public procurement not be concluded;
- considered all obligations towards his sub-contractors when he prepared the Application/Final bid;
- made only true and authentic statements in the Application/Final bid.

6. Form of the Application/Final bid

Language

Due to the act that only foreign Bidders can fulfil all requirements of this public procurement, the Contracting Authority prepared tender documentation in English language only.

Request for translation into Slovenian language

Whilst, according to the law the official language of the procedure is Slovenia, the Contracting Authority has the right to request from the Bidder a translation of the Application/Final bid or parts of the Application/Final Bid into Slovenian language. Such translation shall be prepared by a Slovenian sworn court interpreter and organized by the Bidder (official Slovenian translation). The Contracting Authority is going to request from the Bidder the delivery of such translation if a translation becomes necessary for the evaluation of the Application/Final bid. In such case the Contracting Authority shall decide on a deadline for the delivery of mentioned translation. In such case the official Slovenian translation is relevant. If the Bidder does not present the requested official translation by the deadline, the Application/Final bid is going to be excluded from the public procurement procedure. Costs incurred by such translation shall be covered by the Bidder and are not refundable.

Other requirements:

The Application/Final bid has to be made by filling in the forms that are part of this tender documentation or by using forms created by the Bidder that are substantially the same as the forms from the tender documentation. All requested appendixes have to be enclosed to the Application/Final bid. Where the signature of the Bidder is requested such signature has to be made by the person vested with the Bidder's commercial power of attorney – statutory representative of the Bidder or person who has mandate from the statutory representative of the Bidder for undersigning the Application/Final bid.

All forms constituting the Application/Final bid have to be filled with all requested information, dated undersigned and stamped. All corrections in the original forms have to be stamped and undersigned by the Bidder as well.

All services/deliveries that are part of the public procurement have to comply with all requests stated in the tender documentation and conclusions reached during negotiations. If the Bidder does not offer all services/deliveries requested in the tender documentation or if the offered services/deliveries do not comply with the requirements given in the tender documentation, the Application/final bid of such Bidder is going to be excluded from the public procurement procedure. The same applies in case of non-compliance with the conclusions/agreements reached during negotiations.

All submitted statements and documents shall prove the actual/current status of the Bidder (status and conditions at the moment of the submission of the Application/Final bid). All statements have to be probative. Regardless Paragraph 2 of Article 89 of ZJN-3 in this procedure the Contracting Authority is not obliged to verify the existence and content of statements provided in the Application/Final bid unless the Contracting Authority doubts the credibility and plausibility of the Bidder's statements provided in the Application/Final bid.

The Bidder covers all costs related to the preparation and presentation of the Application/Final bid. The Contracting Authority is not going to refund any costs related to the preparation of the Application/ Final bid.

If it is requested to present formal evidences, a photocopy of the requested documents can be provided, but the Contracting Authority has the right to request submission of the original.

Where the Member State or country in question does not issue the required documents or certificates, or where these do not cover all the cases specified in the requirements of this tender documentation, they may be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established.

7. Exclusion from procurement procedure

The Application/Final bid that is not prepared according to the tender documentation and further negotiated requests or does not fulfil all conditions shall be excluded from the procurement procedure unless such application/bid is incomplete as defined in Article 89 of ZJN-3.

8. Acting in joint venture/cooperation with sub-contractors

The Bidder can present Application/Final bid with sub-contractor or in joint venture. If the Bidder prepares Application in joint venture/with sub-contractor he shall include the same

sub-contractors in Final bid for the implementation of the public procurement/act as the joint venture when presenting Final bid for the implementation of the public procurement.

IMPORTANT:

Specific requirements apply in case of acting with sub-contractors/acting as a joint venture. In case the Bidder would like to act in joint venture/prepare Application/Final bid with the sub-contractors he shall request additional instructions, forms and documentation from the Contracting Authority prior preparing Application which includes sub-contractors/Application of joint venture.

9. Additional procurements

The Contracting Authority reserves the right to award additional public procurements in the negotiated procedures without prior publication of a contract notice if the legal conditions for such conduct are met. In said case, the Contracting Authority concludes with the selected Bidder an annex to the concluded contract or concludes a new contract.

The value of the additional works is going to be determined according to the concluded contract between the Contracting Authority and the selected Bidder.

10. Reduction of the scope of the contract

The Contracting Authority has the right to reduce the scope of the object of the contract during the implementation of the contract. In such case, the contractual value is reduced in scope to the extent of the reduction of the object of the contract.

11. Decision of the Contracting Authority

Within the 1st Phase of the public procurement procedure as described in this tender documentation², the Contracting Authority shall review Application of the Bidder. If such Application fulfils conditions from this tender documentation, the Contracting Authority shall start with negotiation procedure, which ends with Contracting's Authority's call to the Bidders to submit the Final bid. If the Application is incomplete the Contracting Authority shall request to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit according to the ZJN-3.

After receiving Final bid for the implementation of the public procurement in the 2nd Phase, the Contracting Authority shall review Final bid. In case Final bid fulfils all requested conditions, the Contracting Authority issues a decision on awarding public procurement to the Bidder (decision on awarding public procurement). The Contracting Authority shall select the most advantageous bid under the criteria defined in this tender documentation.³

The decision on awarding public procurement shall be issued for each lot separately.

12. Conclusion of the contract

Conclusion of the contract on the implementation of the public procurement is possible after the decision on awarding public procurement is final. Contract will be concluded with the

² See Chapter 14 »Description of negotiation procedure«.

³ See Chapter 17 »Selection criteria«.

awarded Bidder only if all requirements set in legislation, contracts and internal rules governing the Contracting Authority shall be fulfilled.

After all preconditions for the conclusion of the contract are fulfilled, the Bidder will be invited to undersign the contract on the implementation of the public procurement with the Contracting Authority.

If the Bidder does not undersign the contract on the implementation of the public procurement within 10 days after receiving the invitation to said signing, it is presumed that the Bidder withdraws his bid for the implementation of the public procurement.

The awarded bidder/contractor will have to present after the Contracting Authority request the following data within 8 days:

- who are the founders, owners, stakeholders, sleeping partner and others who own selected bidder as well as their portion,
- other legal persons which can be linked with the selected bidder according to the legislation, governing company law.

III. INSTRUCTIONS ON PREPARATION OF THE BID – SPECIAL PART

13. Object of the public procurement

13.1. General

Object of the public procurement is delivery of spare parts for CNS systems in accordance with specification and other elements, as defined in this tender documentation.

Object of the public procurement is delivery of spare parts for CNS systems, which are in operational use by providers of air navigation services in Slovenia and Croatia, i.e. Kontrola zračnega prometa Slovenije, d.o.o. (Slovenia Control, Ltd.) and Croatia Control Ltd., Hrvatska kontrola zračne plovidbe d.o.o..

According to the public procurement legislation FABCE, Aviation Services, Ltd. is an in-house entity, under the control of Kontrola zračnega prometa Slovenije, d.o.o. (Slovenia Control, Ltd.) and Croatia Control Ltd., Hrvatska kontrola zračne plovidbe d.o.o.. In-house concept requires that FABCE, Aviation Services, Ltd. awards procurement in accordance with public procurement rules.

Within this procedure the Contracting Authority shall award the contract to the contractor(s)/supplier(s), who shall deliver spare parts for the specified CNS systems to the Contracting Authority, but for the purposes of the end-users, i.e. Kontrola zračnega prometa Slovenije, d.o.o. (Slovenia Control, Ltd.) and Croatia Control Ltd., Hrvatska kontrola zračne plovidbe d.o.o.. In relation to the end-user the awarded contractor(s)/supplier(s) acts as a Contracting Authority's subcontractor. The contractor(s)/supplier(s) are in business relationship with the Contracting Authority only.

Given that the Contracting Authority shall purchase spare parts for CNS systems only on the basis of the end-user's actual needs and specific request (order) and considering that the end-user may also decide that certain spare part(s) shall not be delivered by the Contracting Authority, especially in cases when offered price(s)/item(s) is not considered as price, reflecting reasonable commercial terms, the awarded contractor(s)/supplier(s) acknowledges, that the Contracting Authority has the right not to purchase any item and/or to purchase spare parts in reduced extend, without any additional costs, reimbursement, compensation or similar payments to the awarded contractor(s)/supplier(s).

The Contracting Authority shall award public procurement for each lot separately. The contract on implementing the public procurement shall be concluded for each lot separately.

Each spare part, which is included in this public procurement, shall be delivered as a new item (not used or reconditioned).

13.2. Lots

The object of this public procurement is divided in following lots:

- **LOT 1:** Delivery of spare parts for CNS system produced by **Rodhe & Schwarz**
- **LOT 2:** Delivery of spare parts for CNS system produced by **Frequentis**
- **LOT 3:** Delivery of spare parts for CNS system produced by **Thales**
- **LOT 4:** Delivery of spare parts for CNS system produced by **Park Air Systems**
- **LOT 5:** Delivery of spare parts for CNS system produced by **Indra**

The Bidder may submit the Application/Final bid for an individual lot.

13.3. Detailed description of spare parts and requirements

System group	COM Rodhe & Schwarz, VHF Series 4200	COM Frequentis, VCS 3020X Rel. 7.0	COM Frequentis, VCS 3020X Rel. 7.0
Type o spare parts needed (i.e. technical specification)	VHF transceiver XU4200	VCS MOD iPOS-F 04 working position	VCS MOD iPOS-D 04 working position
Identification of the delivery time	To be negotiated	To be negotiated	To be negotiated
Identification of the place for delivery	Slovenia Control ATCC Brnik	Slovenia Control ATCC Brnik	Slovenia Control ATCC Brnik
DDP Incoterms clauses 2020	ATCC Ljubljana - Brnik; Zgornji Brnik 130n, SI – 4210 Brnik - aerodrom	ATCC Ljubljana - Brnik; Zgornji Brnik 130n, SI – 4210 Brnik - aerodrom	ATCC Ljubljana - Brnik; Zgornji Brnik 130n, SI – 4210 Brnik - aerodrom
Identification of the warranty period on spare parts	min 4 years from the date of handover on	min 3 years from the date of handover on	min 3 years from the date of handover on
Definition of quantities (fix quantities)	5	3	2

System group	NAV Thales spare parts SCL			
Type o spare parts needed (i.e. technical specification)	P/N	Name	Qty	System
	474910012Y	RX	2	DME 415/435
	8404584102	CPU ETX LX8	2	RCSE
	83138 30700	VAM- ILS	1	ILS
	8313531101	MOD-SBB	1	DVOR
	8313531301	BSG-D	1	DVOR
	8313526101	MOD110	1	DVOR
	8313523100	CSL	1	DVOR
	483700015B	DMD	1	DME 415/435
	483700014A	DPR	1	DME 415/435
	488700021N	PWS	1	DME 415/435
	483700017D	TX100	2	DME 415/435
Identification of the delivery time	To be negotiated			
Identification of the place for delivery	Slovenia Control ATCC Brnik			

DDP Incoterms clauses 2020	ATCC Ljubljana - Brnik; Zgornji Brnik 130n, SI – 4210 Brnik - aerodrom
Identification of the warranty period on spare parts	min 3 years from the date of handover on
Definition of quantities (fix quantities)	See above in technical specifications

System group	NAV Thales spare parts CCL			
Type o spare parts needed (i.e. technical specification)	Name	Qty	System	P/N
	SIB	3	RCSE-433	84045 83107
	LGM1200	1	RCSE-433	84045 83233
	Multiplexer RS232 MPX	4	RCSE-433	84045 83800
	LGM-EXT2	7	RCSE-433	84045 83904
	OIO Bord (OIO Typ 8 IN / 24 OUT)	4	RCSE-433	84045 83552
Identification of the delivery time	To be negotiated			
Identification of the place for delivery	Croatia Control ATCC Zagreb			
DDP Incoterms clauses 2020	ATCC Zagreb; Ul. Rudolfa Fizira 2, HR-10410, Velika Gorica			
Identification of the warranty period on spare parts	min 3 years from the date of handover on			
Definition of quantities (fix quantities)	See above in technical specifications			

System group	COM Park air Systems CCL			
Type o spare parts needed (i.e. technical specification)	Name	Qty	Manufacturer	P/N
	UHF Receiver T6R	2	Park Air Systems	B6200/IP
	UHF Transmitter T6T	1	Park Air Systems	B6450HS/IP/50
	E1-RIC Radio interface	2	Park Air Systems	BE1RIC
	PSU regulator for T6	2	Park Air Systems	B68-60000741
	Fan Unit for T6T	6	Park Air Systems	69J1208314H
Identification of the delivery time	To be negotiated			

Identification of the place for delivery	Croatia Control ATCC Zagreb
DDP Incoterms clauses 2020	ATCC Zagreb; Ul. Rudolfa Fizira 2, HR-10410, Velika Gorica
Identification of the warranty period on spare parts	min 3 years from the date of handover on
Definition of quantities (fix quantities)	See above in technical specifications

System group	SUR Thales CCL			
Type o spare parts needed (i.e. technical specification)	Name	Qty	Used by system	P/N
	Main Bearing with sets of screws	1	PSR/MSSR STAR2000/RSM970S - EA1000_EA2000	62 262 256
	Low Voltage Power Supply for SST2000 Type_MES4136 CM5.6	1	PSR STAR2000 - SST2000S	91 875 688
	CIRIUS PROCESSING PC	1	PSR/MSSR STAR2000/RSM970S - TMR/DPC	61 386 116
Identification of the delivery time	To be negotiated			
Identification of the place for delivery	Croatia Control ATCC Zagreb			
DDP Incoterms clauses 2020	ATCC Zagreb; Ul. Rudolfa Fizira 2, HR-10410, Velika Gorica			
Identification of the warranty period on spare parts	min 3 years from the date of handover on			
Definition of quantities (fix quantities)	See above in technical specifications			

System group	SUR Indra CCL			
Type o spare parts needed (i.e. technical specification)	Name	Qty	Used by system	P/N
	Rotary joint – 3 channel	1	IRS-20MP/S	12 422 001 10 100 (Manufacturer COBHAM)
Identification of the delivery time	To be negotiated			
Identification of the place for delivery	Croatia Control ATCC Zagreb			
DDP Incoterms clauses 2020	ATCC Zagreb; Ul. Rudolfa Fizira 2, HR-10410, Velika Gorica			
Identification of the warranty period on spare parts	min 3 years from the date of handover on			
Definition of quantities (fix quantities)	See above in technical specifications			

14. Description of negotiation procedure

According to the ZJN-3 contract for the implementation of the public procurement is going to be concluded after performing negotiated procedure. With this tender documentation Contracting Authority defines precise rules of the procedure for concluding the contract and procedure of negotiations.

Procedure for concluding the contract is divided in two (2) phases.

1st Phase – Application and negotiations

The Bidder shall prepare Application according to the instructions from this tender documentation for the public procurement in the 1st Phase. In this Application the Bidder specifies his offer **in technical details** and also the **price for the implementation** of the public procurement calculated on information accessible at this stage of the procedure. The price in this phase is only informative. The Bidder encloses to the Application all requested documents as described in this tender documentation.

Goal of this Phase of the public procurement is:

- to confirm that the Bidder fulfils all conditions to act in the public procurement procedure,
- to identify the Bidder's Application in technical specification regarding the needs of Contracting Authority,
- to negotiate individual elements of the Bid (contractual and financial elements),
- to finalize all conditions for implementation of the public procurement.

After analysing the Application, the Contracting Authority shall send (via e-mail) its proposals for modification and adjustments of the Application/Final bid (negotiations). The Bidder shall send his answer (via e-mail), whether Contracting Authority's proposal is acceptable or not

within a time-limit, specified by Contracting Authority. The Bidder shall also on special request of Contracting Authority at any time specify how the acceptance of the Contracting Authority's proposals influences on the final price.

The Contracting Authority shall discuss the following topics during negotiations:

- individual provisions of the contract (e.g payment conditions, delivery time, etc.),
- price for the implementation of the public procurement.

After completed negotiations Contracting Authority shall send to the Bidder request for the presentation of the Final bid (via e-JN information system). Detailed instructions for preparation of the Final bid and documents finalized during negotiations shall be enclosed to this request. All mentioned documents are going to be sent to the Bidder via e-JN information system.

The proceeding of negotiations is going to be kept in written form. Contracting Authority reserves the right to organize negotiation meeting; in such case, Contracting Authority is going to inform the Bidder about the proceeding.

2nd Phase – Final bid

In this phase, the Bidder shall present on the basis of the Contracting Authority's written request its Final bid for the implementation of the public procurement. Final bid shall be submitted via e-JN information system and shall correspond to the agreements/conclusions reached during negotiations.

After receiving the Final bid for the implementation of the public procurement the Contracting Authority is going to issue decision on awarding public procurement according to the ZJN-3 and this tender documentation.

Costs incurred during negotiations

The Contracting Authority is not going to refund to the Bidder any costs incurred due to the cooperation of the Bidder in the public procurement procedure. All costs incurred with preparation of the Application/Final bid and cost related to the negotiation (including possible travel expenses, accommodation expenses etc.) are born by the Bidder.

The Contracting Authority shall bear costs related to the preparation of the documentation for the public procurement procedure and costs incurred by the personnel of the Contracting Authority acting during negotiation procedure. The Contracting Authority shall select the most advantageous bid under the conditions and criteria defined in this tender documentation.⁴

Other statements of the Bidder

With participation in the procedure the Bidder states that it is aware on the procedure, conditions and complete tender documentation for public procurement and that accepts all enlisted completely, without any limitations.

15. Obligatory content of the Application – conditions

The Bidder has to fulfil the following conditions, which have to be proven by the following evidence. Fulfilling of following conditions is necessary for recognising the Bidder's ability for cooperating in public procurement procedure. In case if the Bidder fulfils all requirements and conditions from this tender documentation Contracting Authority shall recognise status of the economic operator to the Bidder.

⁴ See Chapter 17 »Selection criteria«.

1.	<p>APPLICATION Evidence: filled-in form from Chapter IV. of this tender documentation</p> <p>Form APPLICATION shall be submitted in PDF form in section »Predračun / Pro-forma invoice« of the e-JN information system (https://ejn.gov.si/eJN2).</p>
2.	<p>Information on the Bidder (FORM D/1). Evidence: Fulfilled FORM D/1.</p> <p>Form D/1 shall be uploaded in PDF form in section »Druge priloge / Other attachments», of the e-JN information system (https://ejn.gov.si/eJN2).</p>
3.	<p>Statement of the Bidder that he is acting alone – without sub-contractors and not in a joint venture</p> <p>Evidence: Fulfilled statement on FORM D/2.</p> <p>IMPORTANT: In case that the Bidder is going to act with the sub-contractors/in joint venture the Bidder shall request additional instructions from the Contract Authority.</p> <p>Form D/2 shall be uploaded in PDF form in section »Druge priloge / Other attachments», of the e-JN information system (https://ejn.gov.si/eJN2).</p>
4.	<p>Conditions for proving capacity and requested evidences:</p>
4.1.	<p>Registration of the Bidder by the competent court or other state body for performing the activity that is the object of the contract.</p> <p>Evidence: Statement of the Bidder on registration at competent court or other state body for performing the activity that is the object of the contract (FORM D/3).</p> <p>Form D/3 shall be uploaded in PDF form in section »Druge priloge / Other attachments», of the e-JN information system (https://ejn.gov.si/eJN2).</p>
4.2.	<p>Statement of the Bidder that the Bidder(s) was/were not convicted by final judgment of the criminal offences set in Article 75 of ZJN-3.</p> <p>Evidence: Statement of the Bidder (FORM D/3).</p>
4.3.	<p>Statement of the Bidder that the Bidder's representative(s) as listed in Article 75 of ZJN-3 was/were not convicted by final judgment of the criminal offences set in Article 75 of ZJN-3.</p> <p>Evidence: Statement of all Bidder's representatives as listed in Article 75 of ZJN-3 on FORM D/4.</p> <p>IMPORTANT: <u>All representatives of the Bidder</u> as listed in Article 75 of ZJN-3 (i.e. member of the administrative, management or supervisory body of the Bidder or person having powers of representation, decision or control therein) <u>shall give statement on the FORM D/4</u>. The bidder shall clearly identify the role for each of the representatives on FORM D/4.</p>

	Form D/5 shall be uploaded in PDF form in section »Druge priloge / Other attachments», of the e-JN information system (https://ejn.gov.si/ejN2).
4.4.	<p>No compulsory composition procedure, insolvency procedure, liquidation procedure, other procedure the consequence or purpose of which may result in the Bidder closing of operations or other similar procedure instituted against him in accordance with the regulations of the country in which he is established has been introduced or initiated against the Bidder.</p> <p>Evidence: Statement of the Bidder (FORM D/3).</p>
4.5.	<p>According to Paragraph 2 Article 75 of ZJN-3 the Bidder shall settle all obligations relating to the payment of taxes and other obligatory contributions in accordance with the legal provisions of the country in which he is established (FORM D/3); and – in case the Bidder is registered abroad –with the legal provisions of the Republic of Slovenia (FORM D/3). The Bidder fulfils this condition if the amount of unpaid taxes and other obligatory contributions on the date of the submission of the application does not exceed 50 EUR. It is considered that the Bidder does not fulfil its obligations under Paragraph 2 Article 75 of ZJN-3 (i.e. has not settled all obligations relating to the payment of taxes and other obligatory contributions), if on the date of the submission of the Application the Bidder had not submitted all the calculations of withholding tax on income from employment for the period of last five years to the date of the submission of the Application.</p> <p>Evidence: Statement of the Bidder (FORM D/3)</p>
4.6.	<p>The bidder is not on the list of the bidders with negative references according to Article 110 of ZJN-3 and Article 73 of ZJNPOV on the deadline for the submission of the Application.</p> <p>Evidence: Statement of the bidder (FORM D/3).</p>
4.7.	<p>The Bidder was not fined twice for a minor offence in relation to labour remuneration, working time, rest periods, concluding civil contract with employees although the elements of the employment exists or in relation to undeclared work by a final decision of the competent authority of the Republic of Slovenia or another Member State or third country in the last three years prior to the deadline for submission of Application.</p> <p>Evidence: Statement of the Bidder (FORM D/3).</p>
4.8.	<p>The Bidder accepts all conditions from this tender documentation.</p> <p>Evidence: Statement of the Bidder (FORM D/3).</p>
4.9.	<p>The Bidder holds a license for performing the object of the contract if such license is necessary according to legislation.</p> <p>Evidence: Statement of the bidder (FORM D/3).</p>

4.10.	<p>The Bidder has to complete the sample of the contract. It is possible that content of the contract is changed during negotiations. The Bidder shall indicate the provisions to be negotiated and submit his written proposal regarding the changes of the contract's sample.</p> <p>Evidence: Sample of the contract (FORM D/5).</p> <p>Form D/5 with all proposals for negotiations shall be uploaded in WORD or PDF form in section »Druge priloge / Other attachments», of the e-JN information system (https://ejn.gov.si/eJN2).</p>
5.	Technical and professional ability:
5.1.	<p>The Bidder is reliable, capable of managing his tasks, avails of experience and employs staff capable of performing the object of the contract. The Bidder has a power of disposal over the technical capabilities needed to perform the object of the contract.</p> <p>Evidence: The Bidder's Statement on technical and administrative qualification (FORM D/3).</p>

16. Validity of the Application/Final bid

Application shall be valid at least 180 days from the date that is determined as the last day for submitting the Application.

The Contracting Authority has the right to request a prolongation of the period in which the Application is opened (prolongation of the validity of the Application). Such request has to be made in written form. The Bidder shall respond to such request in written form. The Bidder has the right to refuse such request of the Contracting Authority.

Final bid of the Bidder submitted in 2nd Phase of the public procurement shall be valid for at least 180 days from the date that is determined as the last day for submitting the Final bid. "Mutatis-mutandis" the same provisions related to the prolongation of the validity of the Application apply also in case of prolongation of the validity of the Final bid.

17. Selection criteria

The Contracting Authority shall award public procurement to the bidder, who will submit a Final bid with the lowest price. The contract shall be awarded in each individual separately lot, according to the selection criteria the lowest final price (total price in EUR excluding VAT).

18. Pricing

The price listed in Chapter IV. APPLICATION and later in the Final bid shall include all expenses that shall be paid by the Contracting Authority related to the implementation of this public procurement. The tender price shall include all taxes and possible other charges (customs charges, etc.) that shall be borne by the Contracting Authority in relation with the implementation of the public procurement.

In case if Contracting Authority shall pay any additional expense related to the implementation of the public procurement that is not included in the final tender price the Bidder shall refund such costs to the Contracting Authority in 8 working days after recipient of the written request.

If the Bidder offers any kind of discount, this discount shall be calculated in the final tender price in which all taxes and other duties are taken into account.

The Bidder shall state all prices in euro (EUR). In the Application the Bidder enlists informative price(s). Final offered price(s) shall be stated in the Final bid for the implementation of the public procurement.

19. Payment conditions

Contracting Authority is going to pay the invoice after delivery of spare parts, within 45 days after recipient of the invoice, payment conditions can also be subject of negotiations.

IV. APPLICATION

No. of the application: _____
Date: _____
Bidder: _____
Address: _____
Registration number: _____
Identification number (VAT): _____

In accordance with the public procurement

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik –aerodrom, Slovenia
Public procurement:	Delivery of Spare parts for CNS systems
Internal number of the public procurement:	273-1/2020

Present the following

APPLICATION FOR THE IMPLEMENTATION OF THE PUBLIC PROCUREMENT for

- LOT 1:** Delivery of spare parts for CNS system produced by **Rodhe & Schwarz**
 - LOT 2:** Delivery of spare parts for CNS system produced by **Frequentis**
 - LOT 3:** Delivery of spare parts for CNS system produced by **Thales**
 - LOT 4:** Delivery of spare parts for CNS system produced by **Park Air Systems**
 - LOT 5:** Delivery of spare parts for CNS system produced by **Indra**
- (Instruction: The Bidder shall clearly identify the lot for which he is submitting the Application.)*

1. **OFFERED PRICES** *(Instruction: The Bidder fulfils prices for all the items in the lot for which he is submitting the Application.)*

1.1. **LOT 1:** Delivery of spare parts for CNS system produced by **Rodhe & Schwarz**

#	Spare part	Spare part ID	No of Units	Price in EUR per unit (excluding VAT)	Total price in EUR (excluding VAT)
1	VHF transceiver XU4200		5		
TOTAL					

1.2. **LOT 2:** Delivery of spare parts for CNS system produced by **Frequentis**

#	Spare part	Spare part ID	No of Units	Price in EUR per unit	Total price in EUR
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				(excluding VAT)	(excluding VAT)
1	VCS MOD iPOS-F 04 working position		3		
2	VCS MOD iPOS-D 04 working position		2		
TOTAL					

1.3. LOT 3: Delivery of spare parts for CNS system produced by Thales

#	Spare part	Spare part ID	No of Units	Price in EUR per unit (excluding VAT)	Total price in EUR (excluding VAT)
1	DME 415/435 RX	474910012Y	2		
2	RCSE CPU ETX LX8	8404584102	2		
3	VAM- ILS	83138 30700	1		
4	DVOR MOD-SBB	8313531101	1		
5	DVOR BSG-D	8313531301	1		
6	DVOR MOD110	8313526101	1		
7	DVOR CSL	8313523100	1		
8	DME 415/435 DMD	483700015B	1		
9	DME 415/435 DPR	483700014A	1		
10	DME 415/435 PWS	488700021N	1		
11	DME 415/435 TX100	483700017D	2		
12	RCSE-433 SIB	84045 83107	3		
13	RCSE-433 LGM1200	84045 83233	1		
14	RCSE-433 Multiplexer RS232 MPX	84045 83800	4		
15	RCSE-433 LGM-EXT2	84045 83904	7		
16	RCSE-433 OIO Bord (OIO Typ 8 IN / 24 OUT)	84045 83552	4		
17	PSR/MSSR STAR2000/RSM970S - EA1000_EA2000, Main Bearing with sets of screws	62 262 256	1		
18	PSR STAR2000 - SST2000S, Low Voltage Power Supply for SST2000 Type_MES4136 CM5.6	91 875 688	1		
19	PSR/MSSR STAR2000/RSM970S - TMR/DPC, CIRIUS PROCESSING PC	61 386 116	1		
TOTAL					

1.4. LOT 4: Delivery of spare parts for CNS system produced by **Park Air Systems**

#	Spare part	Spare part ID	No of Units	Price in EUR per unit (excluding VAT)	Total price in EUR (excluding VAT)
1	UHF Receiver T6R	B6200/IP	2		
2	UHF Transmitter T6T	B6450HS/IP/50	1		
3	E1-RIC Radio interface	BE1RIC	2		
4	PSU regulator for T6	B68-60000741	2		
5	Fan Unit for T6T	69J1208314H	6		
TOTAL					

1.5. LOT 5: Delivery of spare parts for CNS system produced by **Indra**

#	Spare part	Spare part ID	No of Units	Price in EUR per unit (excluding VAT)	Total price in EUR (excluding VAT)
1	IRS-20MP/S, Rotary joint – 3 channel	1242200110100 (Manufacturer COBHAM)	1		
TOTAL					

The prices offered by the Bidder at this stage of the procedure are informative and are subject to further negotiations.

The Bidder shall take into account that final prices are going to be fixed and Contracting Authority is not going to accept any price increases. All discounts and other elements of the prices (contributions, taxes, etc., except VAT) that should be paid by the Contracting Authority are included in the PRICE.

2. VALIDITY OF THE APPLICATION

Application and price offered prices are valid until _____ (at least 180 days from the date that is determined as the last day for submitting the Application)

4. BIDDER'S DECLARATION

We herewith declare:

- that we are going to implement the public procurement according to the requirements of the trade and all legislation in force, as well as give recommendations and rates in case of conclusion the agreement for the implementation of the public procurement;
- that we are going to implement the public procurement with professionally trained and skilled employees in case of conclusion the agreement for the implementation of the public procurement;
- that we agree with and accept all conditions and requirements stated in tender documentation without any restrictions;

- that we carefully examined the complete tender documentation during the preparation of the bid;
- we are fully aware of the scale, scope and complexity of the public procurement.

Place and date:

Bidder:

Forms from D/0 to D/5A

INFORMATION ON BIDDER

COMPANY: _____

ADDRESS OF THE BIDDER: _____

CONTACT PERSON: _____

E-MAIL OF A CONTACT PERSON: _____

TELEPHONE: _____

TELEFAX: _____

IDENTIFICATION NUMBER OF THE
BIDDER: _____

REGISTRATION NUMBER OF THE BIDDER: _____

ACCOUNT – BANK (SWIFT and IBAN code): _____

AUTHORIZED PERSON FOR SIGNING THE
TENDER AND CONTRACT: _____

Place and date:

Bidder:

Stamp and signature:

NOTE:

If a group of the bidders submit the joint venture bid this form shall be copied and filled by each of them.

**STATEMENT OF THE BIDDER THAT HE DOES NOT ACT WITH SUB-
CONTRACTOR/
IN A JOINT VENTURE**

In accordance with the public procurement

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik - aerodrom, Slovenia
Public procurement:	Delivery of Spare parts for CNS systems
Internal number of the public procurement:	273-1/2020

(name and address of the Bidder)

we herewith declare that:

- we are not going to sub-contract any part of the object of the public procurement;
we are not acting in joint venture.

We are going to implement the public procurement on our own.

In case of acting with sub-contractors/in joint venture the Bidder shall request additional instructions from the Contracting Authority.

NOTE: The Bidder gives this statement only in case he is not going to sub-contract any part of the object of the contract to sub-contractors.

Place and date:

Bidder:

Stamp and signature:

STATEMENT OF THE BIDDER

In accordance with the public procurement

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik - aerodrom, Slovenia
Public procurement:	Delivery of Spare parts for CNS systems
Internal number of the public procurement:	273-1/2020

(name and address of the Bidder)

herewith declare

- that we are registered at competent court or other state body for performing the activity that is the object of the contract of this public procurement;
- that we and our representatives as listed in Article 75 of the Public Procurement Act (ZJN-3) were not convicted by final judgment of any of the criminal offences set in Article 75 of the Public Procurement Act (ZJN-3) in accordance with the provisions of the Criminal Act of the Republic of Slovenia, whose Articles are specified below:
 - i. Terrorism (Article 108)
 - ii. Financing of Terrorist Activities (Article 109)
 - iii. Incitement and Public Glorification of Terrorist Activities (Article 110)
 - iv. Conscripting and Training for Terrorist Activities (Article 111)
 - v. Enslavement (Article 112)
 - vi. Trafficking in Human Beings (Article 113)
 - vii. Acceptance of bribes in elections (Article 157)
 - viii. Violation of Fundamental Rights of Employees (Article 196)
 - ix. Fraud (Article 211)
 - x. Unlawful restriction of competition (Article 225)
 - xi. Infliction of bankruptcy by fraud or uncontentious business (Article 226)
 - xii. Harm inflicted to the creditors (Article 227)
 - xiii. Business fraud (Article 228)
 - xiv. Fraud inflicting harm to the European Union (Article 229)
 - xv. Deceit upon obtainment or use of a loan or benefits (Article 230)
 - xvi. Deceit in dealings with securities (Article 231)
 - xvii. Deceit of the buyers (Article 232)
 - xviii. Unlawful use of a trade mark or model of another person (Article 233)
 - xix. Unlawful use of an invention or topography of other person (Article 234)
 - xx. Forgery or destruction of an official document (Article 235)
 - xxi. Issuing and unlawful obtainment of a business secret (Article 236)
 - xxii. Misuse of an information system (Article 237)
 - xxiii. Misuse of an internal information (Article 238)
 - xxiv. Misuse of financial instruments (Article 239)
 - xxv. Misuse of a position or confidence in trust in econ. activity (Article 240)
 - xxvi. Prohibited acceptance of gifts (Article 241) and Prohibited giving of gifts (Article 242)
 - xxvii. Money forgery (Article 243)
 - xxviii. Forgery or use of forged securities or vouchers (Article 244)
 - xxix. Money laundering (Article 245)
 - xxx. Misuse of non-cash means of payment (Article 246)

- xxxii. Making, obtaining or misappropriating instrumentalities for counterfeiting (Article 248)
 - xxxiii. Tax fraud (Article 249)
 - xxxiv. Smuggling (Article 250)
 - xxxv. Abuse of Office or Official Duties (Article 257)
 - xxxvi. Causing damage to public funds (Article 257a)
 - xxxvii. Submitting of classified data (Article 260)
 - xxxviii. Accepting bribes (Article 261)
 - xxxix. Giving bribes (Article 262)
 - xl. Accepting benefits for illegal referral (Article 263)
 - xli. Giving of gifts for illegal referral (Article 264)
 - xlii. Criminal association (Article 294).
- that no compulsory composition procedure, insolvency procedure, liquidation procedure, other procedure the consequence or purpose of which may result in the closing of operations or other similar procedure has been introduced or initiated against us in accordance with the regulations of the country in which we are established;
 - that in accordance with the legal provisions of the country in which we are established and also in accordance with the legal provisions of the Republic of Slovenia we fulfil the condition on the payment of the taxes and other obligatory contributions as the amount of unpaid taxes and other obligatory contributions on the date of the submission of the application does not exceed 50 EUR
 - that we were not fined twice for a minor offence in relation to labour remuneration, working time, rest periods, concluding civil contract with employees although the elements of the employment exists or in relation to undeclared work by a final decision of the competent authority of the Republic of Slovenia or another Member State or third country in the last three years prior to the deadline for submission of application;
 - that we hold a licence for performing the activity that is the object of this public procurement, if a special licence is necessary according to the law under which we are established;
 - that all data in the Application/Final bid are and shall be true and that photocopies of the attached documents correspond to the originals; our representative assumes personal responsibility for the correctness of all data contained in the Application/Final bid and for the credibility of all copies including all possible consequences;
 - that we did not unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon us undue advantages in the procurement procedure or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award;
 - that we did not engage in grave professional misconduct, which renders our integrity questionable;
 - that we are not on the list of the bidders with negative references according to Article 110 of ZJN-3 on the deadline for the submission of the Application;
 - that we comply with applicable obligations in the fields of environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law;
 - that we fulfil all required formal, working and technical conditions and provide over all necessary authorizations, professional and technical abilities, financial resources and other support, management capacity, reliability and the necessary personnel to perform the works of the tender.

Place and date:

Bidder:

Stamp and signature:

NOTE:

If a group of the bidders submit the joint venture bid this form shall be copied and filled by each of them.

**STATEMENT OF LEGAL REPRESENTATIVE OF BIDDER ON NON-
CONVICTION FOR CERTAIN CRIMINAL OFFENCES**

In accordance with the public procurement

Contracting Authority:	FABCE, Aviation Services, Ltd, Zg. Brnik 130n, 4210 Brnik - aerodrom, Slovenia
Public procurement:	Delivery of Spare parts for CNS systems
Internal number of the public procurement:	273-1/2020

(Name and surname of the representative of the Bidder)

(Position of the representative of the Bidder)

(Address of the representative of the Bidder)

I declare that on (*insert the date on which the deadline for submission of Application expires*) I have no recorded final judgment of any of the criminal offences set in Article 75 of the Slovenian Public Procurement Act (ZJN-3) in accordance with the provisions of the Criminal Act of the Republic of Slovenia, whose Articles are specified below:

- i. Terrorism (Article 108)
- ii. Financing of Terrorist Activities (Article 109)
- iii. Incitement and Public Glorification of Terrorist Activities (Article 110)
- iv. Conscripting and Training for Terrorist Activities (Article 111)
- v. Enslavement (Article 112)
- vi. Trafficking in Human Beings (Article 113)
- vii. Acceptance of bribes in elections (Article 157)
- viii. Violation of Fundamental Rights of Employees (Article 196)
- ix. Fraud (Article 211)
- x. Unlawful restriction of competition (Article 225)
- xi. Infliction of bankruptcy by fraud or uncontentious business (Article 226)
- xii. Harm inflicted to the creditors (Article 227)
- xiii. Business fraud (Article 228)
- xiv. Fraud inflicting harm to the European Union (Article 229)
- xv. Deceit upon obtainment or use of a loan or benefits (Article 230)
- xvi. Deceit in dealings with securities (Article 231)
- xvii. Deceit of the buyers (Article 232)
- xviii. Unlawful use of a trade mark or model of another person (Article 233)
- xix. Unlawful use of an invention or topography of other person (Article 234)
- xx. Forgery or destruction of an official document (Article 235)
- xxi. Issuing and unlawful obtainment of a business secret (Article 236)
- xxii. Misuse of an information system (Article 237)
- xxiii. Misuse of an internal information (Article 238)
- xxiv. Misuse of financial instruments (Article 239)

- xxv. Misuse of a position or confidence in trust in economic activity (Article 240)
- xxvi. Prohibited acceptance of gifts (Article 241) and Prohibited giving of gifts (Article 242)
- xxvii. Money forgery (Article 243)
- xxviii. Forgery or use of forged securities or vouchers (Article 244)
- xxix. Money laundering (Article 245)
- xxx. Misuse of non-cash means of payment (Article 246)
- xxxi. Use of a forged non-cash means of payment (Article 247)
- xxxii. Making, obtaining or misappropriating instrumentalities for counterfeiting (Article 248)
- xxxiii. Tax fraud (Article 249)
- xxxiv. Smuggling (Article 250)
- xxxv. Abuse of Office or Official Duties (Article 257)
- xxxvi. Causing damage to public funds (Article 257a)
- xxxvii. Submitting of classified data (Article 260)
- xxxviii. Accepting bribes (Article 261)
- xxxix. Giving bribes (Article 262)
- xl. Accepting benefits for illegal referral (Article 263)
- xli. Giving of gifts for illegal referral (Article 264)
- xlii. Criminal association (Article 294).

I herewith declare that I agree that the Contracting Authority obtains information on the fulfilment of this condition from official records. I also agree that the Contracting Authority obtains personal data in accordance with this condition and I am prepared to issue a special consent regarding obtaining personal data, if needed.

NOTE: The representatives that have to sign this statement are member of the administrative, management or supervisory body of that Bidder or has powers of representation, decision or control therein.

The representative undersigns this statement as a physical person and not as the legal representative of the bidder.

Place and date:

Name and surname
(WITH CAPITAL LETTERS):

Signature:

Sample of the contract on the implementation of the public procurement

Note: The Bidder may list its proposals to change the content of the Contract on the implementation of the public procurement. The Contracting Authority shall overview the proposal and decide which shall be negotiated. The Contracting Authority shall choose Bidder's proposal to negotiate on its own discretion.

The Bidder with signature of this Sample of the contract takes note and confirms that in accordance with Slovenian legislation contract must be published in national public procurement portal, except personal data which are protected by law.

CONTRACTING AUTHORITY	
Name and address	FABCE, letalske storitve, d.o.o. /FABCE, Aviation Services Ltd., Zg. Brnik 130n, 4210 Brnik-aerodrom, SLOVENIA
VAT identification no.	SI40952240
Registration no.	6726909000
Account no.	SI56 SI56 2900 0005 1413 834, UniCredit Banka Slovenija d.d.
Tel. no.	+38642040230
Fax no.	N/A
E-mail	matej.eljon@fab-ce.eu
Supervisor of the contract	Matej Eljon
Signatory	Matej Eljon Director

and

CONTRACTOR	
Name and address	
VAT identification no.	
SWIFT Code	
Account no.	
Tel. no.	
Fax no.	
E-mail	
Contact person	
Signatory	

CONCLUDE THE FOLLOWING

**Contract on the implementation of the public procurement
"Spare parts for CNS systems"**

No. _____-LOT__

Article 1 (Opening provisions)

The contractual parties agree that:

- the Contracting Authority is obliged to act according to Public Procurement Act (hereinafter ZJN-3);
- the Contracting Authority performed according to the Slovenian legislation in force public procurement "Delivery of Spare parts for CNS systems", No. of public procedure ____ (hereinafter: "public procurement");
- the Contracting Authority published tender (contract notice) on Slovenia national portal of public procurements (www.enarocanje.com) under No. _____;
- the Contractor presented economically most advantageous bid among all bids received by the Contracting Authority for implementation of Public procurement in LOT ____;
- the Contracting Authority awarded contract in LOT ____ to the Contractor with the decision No. _____, dated _____, which became final on _____;
- the Contractor has all necessary skills, permissions, technical and other ability for the implementation of the Public procurement;
- the Contractor has submitted to the Contracting Authority prior signing this contract the Statement of the bidder of the ownership of the bidder and associated company(s) according to the Integrity and Prevention of Corruption Act.

Article 2 (Documents that constitute this contract)

Appendices which constitute this contract are:

- **Appendix 1** FORM IV. of Final Bid No. _____, dated _____,
- **Appendix 2** Detailed description of spare parts and requirements.

Following documents are part of this contract, also:

- Tender documentation for the Public procurement, (document No. _____, dated _____), with all written modifications, negotiated changes and all answers to the questions of the potential bidder;
- Application (no. _____ dated _____) and Final Bid (no. _____ dated _____) of the Contractor for the implementation of the Public procurement and all other documentation provided by the Contractor during Public procurement procedure, including negotiated changes;

In case of any conflicts among documents enlisted in first and second paragraph of this Article the document/solution that derives out of document stated in first paragraph shall prevail, provided that such solution meets the conditions/requirements for the execution of the awarded contract.

The provisions of any general terms and conditions, which are unilaterally determined by either of the contractual parties, except the documents specified in first and second paragraph of this Article, shall be excluded.

Article 3 (Subject matter of the contract)

The subject matter of this contract shall be:

- the manufacture and supply of goods and the provision of services (hereinafter: "Deliverables") by the Contractor as set forth in the FORM IV. of Final Bid (Appendix 1); and

– the payment by the Contracting Authority of the agreed remuneration after the delivery is completed
in accordance with the terms and conditions of this contract including all its Appendices.

**Article 4
(Place and time of delivery)**

The Contractor shall supply the Deliverables at the location and in delivery time as all stipulated in Appendix 2.

The delivery procedure shall start after the Contractor receives and confirms written purchase order from the Contracting Authority.

The contractual parties agree that the Contractor acts as a Contracting Authority's subcontractor in relation to the end-users of the Deliverables. The Contractor acknowledges to the Contracting Authority the right to reduce and/or cancel the delivery of Deliverables in case the end-user of the Deliverables decides that certain Deliverables shall not be delivered by Contracting Authority. In such case the Contractor is not entitled to any additional costs, reimbursement, compensation or similar payments in relation to the cancelled or reduced deliveries.

The Contracting Authority is entitled to exercise the right set forth in previous paragraph until the Contractor confirms written purchase order as stipulated in Paragraph 2 of this article.

**Article 5
(Handover protocol)**

The handover shall be after the delivery of the Deliverables at the location for the delivery (Appendix 2). The handover shall be performed by Contracting Authority personnel.

The handover shall be rejected if the Deliverables do not correspond to the requirements set out in this contract, its appendices and other documents, which form an integral part of this contract and/or if any of the required associated document or certificate that should be part of the Deliverables does not correspond to the requirements set out in this contract, its appendices and other documents, which form an integral part of this contract.

In case any defects or other deficiencies are identified during handover process the handover shall be rejected. Rejection shall be indicated in the handover record.

The handover of the Deliverables shall be considered as successful if no defects or other deficiencies are discovered and all necessary supporting documentation has been submitted.

The delivery of Item 1/Lot 5 shall include a Factory acceptance test procedure and Test report documentation.

The handover can be accepted by the Contracting Authority even in case of certain minor defects if an agreement on the handover record for elimination of defects is signed by both contractual parties.

The Contracting Authority issues a Certificate of acceptance after the successful handover of the Deliverables.

**Article 6
(Total contractual value and prices)**

The prices per item are in EURO and are set forth in Appendix 1.

Total contractual price for implementation of the public procurement is set forth in Appendix 1 (VAT excluded). Total contractual value might be subject to the modification if the Contracting Authority realise the right that is stipulated Paragraph 3 in 4 of Article 4 of this contract.

The prices are understood to be in accordance with INCOTERMS 2020 as for each item of Deliverables set forth Appendix 2, excluding VAT.

The contractual prices include all costs related to the delivered goods and performed services of this contract meaning that the Contracting Authority bears no additional costs (except VAT) at the charge of the Contractor in connection with implementation of the contract.

Contractual prices are fixed. Any changes of contractual prices are not acceptable.

Article 7 (Invoicing)

The Contractor shall invoice the price for the Deliverables after the Contracting Authority issues the Certificate of acceptance. Invoice shall be sent to the Contracting Authority's address.

Payment shall be made by Contracting Authority within a period of 45 days after the receipt of invoice. If the last day of the deadline is not a working day of the Contracting Authority (Saturday, Sunday, holiday), the next working day shall be set as the last day of the deadline.

If payment of any sum payable to the Contractor under this contract is delayed, Contractor shall be entitled to require statutory delay interest on the amount unpaid for the period of delay.

The invoices shall at least contain the following data:

- the contract identification data;
- the complete information on the issuer (name, address, contact information, register data, VAT number, bank account number);
- the complete information on the Contracting Authority (name, address, contact information, register data, VAT number);
- date of issue;
- due date;
- subject (or list of subjects) of the payment (brief description and quotation of appendices – take-over protocol and other relevant documentation);
- unit price if it is appropriate and total amount excluding VAT.

If the invoice/supporting documentation is not issued as described in this contract, the Contracting Authority will reject the invoice within 8 days after receipt of the invoice and supporting documents.

Article 8 (Communication, language in use and contact persons)

All notices or other important communication related to contractual issues shall be sent in writing to the address given in this contract or sent by e-mail. Language of the communication exchanges shall be English.

Contracting Authority's contact person is

- (name) _____, (e-mail) _____, (mobile) _____.

Contractor's contact person is

- name) _____, (e-mail) _____, (mobile) _____.

**Article 9
(Warranty)**

Warranty period for the Deliverables is set forth in Appendix 2.

The Contractor hereby agrees to eliminate the defects and dysfunctions, deficiencies and malfunctions of the Deliverables and to provide technical support related with the functioning of the Deliverables during the warranty period, at his own cost.

The Contractor shall be available for elimination of defects, dysfunctions, deficiencies and malfunctions which occurs during warranty period during working days between 8 am and 16 pm UTC. Response time for urgent help shall be 24 hours after a defect has been reported by the Contracting Authority to the Contractor. Response time for non-urgent help shall be 3 working days after a defect has been reported by the Contracting Authority to the Contractor.

Within Response time the Contractor shall be able to either:

- 1) Provide a specialist or a team of specialists, suitably qualified to remedy the Defects or perform corrections or updates at location of Deliverables or elsewhere as specified by Contracting Authority or
- 2) Provide the Contracting Authority with alternative and suitable mechanism for remedy if possible.

**Article 10
(Contractual damages in case of delay)**

If the Contractor does not supply the Deliverables in accordance with this contract is obliged to pay a contractual penalty for every day of delay in the amount of 1 % of the total contractual value as defined in Appendix 1 (VAT excluded), but no more than 10 % of the total contractual value.

The Contracting Authority has the right to demand a contractual penalty irrespective of the actual damage. If the actual damage incurred due to the delay or failure exceeds the amount of contractual penalty, that shall be payable by the Contractor, the Contractor shall be obliged to reimburse the difference between the contractual penalty and the extent of the damage.

The Contracting Authority upon any payment under this contract can offset the contractual penalty and any damages arising from the delay.

**Article 11
(Liability)**

Neither party shall be liable to the other party for indirect, special incidental or consequential damages or any loss of revenue arising directly or indirectly from any contract breach, fundamental or otherwise or from any acts or omissions of employees, except in case of gross negligence or willful act of the other party, its personnel/employees, subcontractors and/or representatives, or where imposed by law. The total liability of each contractual party under this provision shall not exceed the total contractual value as defined in Appendix 1 (VAT excluded).

**Article 12
(Confidentiality)**

Neither contractual party shall disclose any information related to this contract or related to the implementation of this contract without the prior consent of the other contractual party.

First paragraph of this contract does not apply in cases that such information is specifically required by law or by authorities in which case the other party will be notified accordingly.

**Article 13
(Anti-corruption clause)**

This contract is void if anyone acting on behalf 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:

- awarding the contract or;
- concluding the contract under more favourable conditions or;
- omission of requested supervision on the implementation of the obligations from the contract or;
- 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.

**Article 14
(Resolutive condition according to public procurement legislation)**

This contract is concluded under the resolutive condition which is considered to be fulfilled if one of the following circumstances occur:

- the Contracting Authority becomes aware that the court has determined by a final decision that the Contractor or its subcontractor has violated the obligations of labour, environmental or social legislation, or
- the Contracting Authority becomes aware that at the time of the performance of the contract, the competent national authority has established at least two violations of the Contractor or its subcontractor relating to:
 - o reimbursement for work,
 - o working hours,
 - o rest periods,
 - o performance of work under civil law contracts despite the existence of elements of the employment relationship or under contracts related to undeclared employment

and for which a fine has been imposed on the Contractor by a final decision or several final decisions,

and provided that it is at least six months from becoming familiar with the violation and until the expiry of the contract or if the Contractor works with a subcontractor and does not replace that subcontractor as a result of the violation found, in the manner determined in Article 94 of the ZJN-3 and the provisions of this contract within 30 days of becoming aware of the violation.

In case of fulfilment of the circumstances and conditions referred to in the previous paragraph, the contract shall be deemed to be terminated from the day of conclusion of the new public procurement contract. The Contracting Authority will inform the Contractor on the date of conclusion of the new public procurement contract.

If the Contracting Authority does not initiate a new procurement procedure within 30 days from the notification of the violation, the contract shall be deemed to be terminated on the thirtieth day after the notification of the violation.

Article 15

(Validity of the contract, Dispute resolutions, relevant law and competent court)

This contract is valid until the Contractor fulfils all its contractual obligations (delivery of items, warranty obligations, etc.).

The contractual parties agree that they will try to resolve all disputes arising from this contract or in connection with this contract in a peaceful way without court intervention.

If such a settlement of the dispute is not possible, the contractual parties agree that the competent court in Ljubljana, Republic of Slovenia, shall decide on the dispute according to the laws of the Republic of Slovenia. In such case the rules of international private law of the Republic of Slovenia do not apply.

Article 16

If any provision of this contract is determined by a competent court to be invalid, void or otherwise unenforceable, such provision shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this contract, while other provisions of this contract shall remain in full force and effective according to its stated terms and conditions.

Any modifications of this contract are valid and legally binding only in case that such modifications are made in the form of a written annex to this contract that is undersigned by both contractual parties.

This contract is drawn up in two identical copies. Each contractual party receives one copy of this contract.

Contracting Authority:

FABCE, letalske storitve, d.o.o.
/FABCE, Aviation Services Ltd.

Matej Eljon
Director

Date:

Contractor:

Date:

APPENDIX 1

APPENDIX 2

STATEMENT

In accordance with the public procurement

Contracting Authority:	FABCE, Aviation Services, Ltd., Zg. Brnik 130n, 4210 Brnik - aerodrom, Slovenia
Public procurement:	Delivery of Spare parts for CNS systems
Internal number of the public procurement:	273-1/2020

In accordance with 14 (6) article of Law on Integrity and Prevention of Corruption, the Contracting Authority that is committed to public procurement procedures to keep in line with the regulations governing public procurement, before the conclusion of contracts worth over 10.000,00 euros excluding VAT on the service provider to ensure transparency of the transaction and prevent corruption risks required to obtain a declaration or data on the participation of natural and legal persons in the ownership of this, including the participation of silent partners, as well as on economic operators, which, according to the provisions of the law governing companies, deemed to be a related company to providers. This statement or information has the authority or public-sector organization at its request, be obliged to submit to the Commission. For natural persons, a statement containing the name and surname, address of residence and share ownership. If a tenderer submits a false statement or false information to the mentioned facts, this results in nullity of the contract.

(Company name and address)

In accordance with 14 (6) article of Law on Integrity and Prevention of Corruption (Official Gazette of RS, No. 69/11 - official consolidated text) we herewith declare that:

A) FOLLOWING NATURAL PERSONS INCLUDING SILENT PARTNERS ARE:

Name are surname	Address	Share in * %	Silent partner (YES / NO)

* For joint-stock company enlist only stakeholder with more than 5% of shares.

B) FOLLOWING CORPORATE ENTITIES INCLUDING SILENT PARTNERS ARE:

Company name and address	Legal Representative	Share in** %	Silent partner (YES / NO)

** For joint-stock company enlist only stakeholder with more than 5% of shares.

C) ASSOCIATED COMPANIES ARE:

Company name and address	Legal Representative	Type of relation

As Associated companies for purpose of this tender is considered company which is in relationship with other company as follow:

- Company A has a mayor shares of Company B;
- Company A is affiliated by Company B;
- Company A and B have shares of each other;
- Company A and B have contracting relationship as follow:
 - Company A control Company B;
 - Company's A profit is transfer to Company B
 - Company A and B combine the profit
 - Company A have a tenancy or transfer on Company's B production facility.

Bidder	
Name and Surname of legal representative of the Bidder	
Signature	
Stamp	
Date	

Important:

Contracting Authority has the entire contents of this form determined as Business Secret, as it contains both personal information as well as commercial data, not all of which are publicly available and could by disclosing this information cause damage.

Contracting Authority shall use data from this form only for the purposes of the implementation of procedures concerning the award of this public procurement.

View of contents of this form by third parties is only possible based on an appropriate legal basis.