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Number:

Date:

INVITATION TO TENDER

for the

**Award of a Public Contract in the Field of Defence and Security Following
the Negotiated Procedure with Prior Publication for the**

**PROVISION OF OPERATIONAL READINESS OF SAF AIRBUS COUGAR HELICOPTERS –
SERVICES**

MORS 333/2025 – ON – PSPs

CONTRACTING AUTHORITY:

Republic of Slovenia, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia

I. INVITATION

1. INVITATION TO TENDER

You are hereby invited to submit a Bid in response to this Invitation to Tender issued in accordance with the negotiated procedure with a prior publication notice, for the conclusion of framework agreements to ensure the operational readiness of AS-532AL Cougar helicopters.

This public procurement procedure will be carried out in accordance with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia Nos. 90/12, 90/14-ZDU-1I, 52/16, and 122/23; hereinafter: ZJNPOV).

2. REFERENCE NUMBER AND SUBJECT OF THE PUBLIC PROCUREMENT

Reference number: 333/2025 – ON – PSPs.

**Subject of the public contract: PROVISION OF OPERATIONAL READINESS OF SAF
AIRBUS COUGAR HELICOPTERS – SERVICES**

The performance of the contract shall be limited to the geographical area of Europe. The description of the subject of this public contract and the other Contracting Authority's requirements are laid out in Section V. Description of the Subject of the Contract. Details of the quality, logistical, and technical requirements are set forth in the document "Scope of Work" (hereinafter: SOW), which is attached hereto and constitutes an integral part of this Invitation to Tender.

The Bid to be submitted shall cover the entire subject of the public contract.

Abbreviations used in this Invitation to Tender:

- SOW: Scope of Work
- CAA: National Civil Aviation Authority
- VLO: National Military Aviation Authority of the Republic of Slovenia
- MAA: Military Aviation Authority
- EASA: European Union Aviation Safety Agency
- FAA: Federal Aviation Administration
- OEM: Original Equipment Manufacturer
- TC: Type Certificate

3. BID SUBMISSION

The Bids must be submitted in the online electronic public procurement portal, i.e., the e-JN system available at <https://ejn.gov.si/>, in accordance with Section 3 of the Instructions for the Use of the e-JN information system: TENDERERS) (hereinafter: Instructions for the Use of the e-JN), which form an integral part of this Invitation to Tender and are also available at <https://ejn.gov.si/>.

Prior to submitting a Bid, the Bidder must register online at <https://ejn.gov.si/>, in accordance with the e-JN User Guide. Should the Bidder already be registered in the e-JN system, log-in is possible at the same address.

The Bidder's representative authorised for submitting Bids in the e-JN submits the Bid by clicking the "Oddaj" ("Submit") button. Upon Bid submission, the e-JN information system records the representative's identity and the time of Bid submission. By submitting a Bid, the user demonstrates and declares their willingness to make a binding Bid on behalf of the Bidder (Article 18 of the Code of Obligations¹). Once a Bid has been submitted, it is binding for the period specified in the Bid, unless the submitted Bid is withdrawn or modified prior to the Bid submission closing date.

A Bid shall be deemed timely if received by the Contracting Authority via the e-JN system (<https://ejn.gov.si/>) no later than the closing date as set out in the contract notice published on the Public Procurement Portal. A Bid is deemed to have been submitted if it is marked with the status "SUBMITTED" in the e-JN information system.

A Bidder may either withdraw or modify its Bid by the Bid submission closing date. If a Bid is withdrawn from the e-JN system, it shall be deemed not to have been submitted and shall not be visible to the Contracting Authority in the e-JN system. If the Bidder modifies its Bid in the e-JN information system, the last Bid submitted shall be open to the Contracting Authority.

After the Bid submission period has expired, submitting a Bid will no longer be possible.

4. TIME AND PLACE OF BID OPENING

The Bid opening shall be conducted automatically in the e-JN Information System (<https://ejn.gov.si/>) on the date indicated in the contract notice published on the Public Procurement Portal.

At the time designated for the public Bid opening, the e-JN Information System will automatically display the Bidder's details and provide access to the .pdf document uploaded by the Bidder under the section "Total Bid Price", in the subsection "Proforma Invoice".

5. BID VALIDITY

The Bid, including all documentation relating thereto, shall be valid for a period of 150 days from the closing date for Bid submission; the Bidder confirms agreement therewith by submitting the Bid.

If, due to objective circumstances, the Contract is not signed during the bid validity period, the Contracting Authority may request a bid validity extension. However, such an extension shall not exceed sixty (60) days. All requests and replies thereto are to be submitted in writing.

¹ [Code of Obligations](#) (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Constitutional Court Decision and 20/18 – Authentic Interpretation of Article 631 of the Code of Obligations (OROZ631))

6. ESTIMATED DURATION AND PLACE OF SERVICE DELIVERY

Estimated period of service: 48 months from the date of signature of the framework agreement by both Parties, with the option to extend the framework agreement for an additional period of up to 36 months (for a total maximum duration of 84 months).

Works shall be carried out successively, according to the actual needs of the Contracting Authority.

Place of service delivery: expected to be at the Contractor's site. The Contracting Authority and the Contractor may agree otherwise on a case-by-case basis.

Training location: expected to be at the Contractor's site or to be determined on a case-by-case basis for each contract. The date and timeframe for each training session shall be agreed upon with the Contracting Authority on a case-by-case basis.

7. THE INDICATIVE CONTRACT VALUE

Since the Contracting Authority will place individual orders for the performance of the subject matter of the framework agreement the total framework agreement value shall be determined on an indicative basis for a period of 48 months, with the option of extension for an additional 36 months (up to a maximum of 84 months in total), and shall amount to **EUR 5.737.704,92 excluding VAT or EUR 7.000.000,00 including VAT.**

The Contracting Authority reserves the right to increase the contract value by up to 30% for the procurement of additional goods/services during the term of the framework agreement, as defined in the subject-matter of the framework agreement, in accordance with its needs and available financial resources.

The maximum value of the framework agreement, including the option referred to in the preceding paragraph of this Article, shall be **7.459.016,40 EUR** excluding VAT or **9.100.000,00 EUR** including VAT. VAT amounts to EUR 1.640.983,61

The specified value of the scope of work is indicative and does not bind the Contracting Authority; it may be adjusted according to its actual needs and financial capacity.

The Contracting Authority shall not be liable for any compensation or otherwise responsible for failing to reach the estimated value of the contract/framework agreement.

8. TERMS OF PAYMENT

The Contracting Authority undertakes to pay the e-invoice within 30 days, with the payment period starting on the day following the official receipt of the document (e-invoice), which serves as the basis for payment, at the Contracting Authority's address: Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia, including a reference to the organisational unit that issued the order form, the contract number, and the order form number.

Should the e-invoice fail to include the required information, it will be rejected.

The invoice in electronic format (e-invoice) shall be used by Slovenian legal entities only; foreign Bidders shall submit the invoice in .pdf format to: glavna.pisarna@mors.si.

9. NOTIFICATION OF THE CONTRACT AWARD DECISION

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

10. THE CONCLUSION OF FRAMEWORK AGREEMENT

Pursuant to Article 77(5) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority shall conclude framework agreements with the selected Bidders for the entire public subject of the public procurement after the decision on the award of the public contract becomes final.

11. THE RIGHT TO SUSPEND AND WITHDRAW FROM THE PUBLIC PROCUREMENT PROCEDURE

Pursuant to Article 77 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority reserves the right to suspend the public procurement procedure at any time without liability to the Bidders who are or would be participating in the procedure.

12. ANTI-CORRUPTION CLAUSE

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

II. BID PREPARATION INSTRUCTIONS

1. APPLICABLE REGULATIONS FOR THE IMPLEMENTATION OF THE PROCEDURE

The procedures shall be carried out based on the applicable law and regulations governing public procurement in the fields of defence and security, and in accordance with the relevant legislation governing public finances and the area that is the subject of the public procurement.

2. BID LANGUAGE, FORM AND CONTENT REQUIREMENTS

The Bid shall be prepared in Slovenian or English. The Bid values (prices) must be quoted in Euro (hereinafter: EUR). The Bidder shall submit the required documents in Slovenian or English. If the documents are in another foreign language, a translation into either Slovenian or English shall be provided.

3. QUERIES RELATING TO TERMS AND CONDITIONS INCLUDED IN THIS INVITATION TO TENDER

An interested Bidder who requires an explanation of the terms or requirements in the invitation to tender may address a question in writing to the Contracting Authority by the published deadline at: <http://www.enarocanje.si>.

The Contracting Authority will publish the response on the same website no later than six (6) days before the closing date for the Bid submission, provided the request is made in time.

4. SCOPE OF BID AND ALTERNATIVE BIDS

The Bid to be submitted shall refer to the entire public contract. Alternative Bids shall not be accepted. The Bidder may submit only one Bid. Should the Bidder submit more than one Bid, all of its Bids shall be disqualified.

5. BIDDING PRICE

The Bidder shall complete the form Appendix 2: Bid – Prices, and attach the relevant price lists stipulated in Section III.

The pricing structure and conditions applicable to Bids for individual orders are detailed in the model framework agreement.

6. CALCULATION ERRORS

The bid shall be checked for calculation errors, which will be corrected in accordance with Article 74(4), of the Public Procurement in the Defence and Security Sector Act (ZJNPOV).

7. BID EVALUATION AND PROCEDURES RELATED TO VERIFICATION OF THE BIDDER'S COMPETENCE

General and specific terms and conditions to acknowledge competence, and the evidence in support thereof, are listed in Section III: Methodology for Verifying the Bidder's Competence to Perform the Public Contract.

Bidders meeting the eligibility criteria and awarded a framework agreement shall be evaluated in a second phase for each individual contract based on the criteria set out in Section IV. – Negotiations and Bid Evaluation, and in accordance with the provisions of the framework agreement.

8. SUBCONTRACTORS

Subcontractor means any economic operator, either a legal entity or a natural person, who enters into a subcontract with the Contractor with whom the Contracting Authority concludes a Contract in compliance with the Public Procurement in the Defence and Security Sector Act (ZJNPOV) in order to carry out the contract provisions, supply goods, deliver services closely related to the contract performance.

For the purposes of this procurement procedure, the following are not considered subcontractors:

- economic operators or natural persons with whom the bidder has concluded a long-term cooperation agreement

The maintenance organisations authorised to perform work on the helicopter, its engine, equipment, and components are specified in the Scope of Work (SOW).

The Bidder shall be held fully responsible to the Contracting Authority for the execution of the order subject to the procurement procedure, irrespective of the number of subcontractors engaged.

Should the Bidder perform the contract with subcontractors, the provisions of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) shall apply.

9. JOINT BID

The legal document governing joint Bid submission must delineate each Bidder's specific duties and responsibilities related to the Contract performance. Irrespective of the foregoing, the Bidders shall be jointly liable to the Contracting Authority for the performance of the entire Contract. The said legal document should include the following: the names of the partners submitting the joint Bid, the name of the group leader, specification of the parts of the Contract to be performed by each group member, terms of payment (through the group leader or to each group member separately) and any other rights and liabilities that members of the group may have with regard to each other. The joint Bidding agreement must be duly dated, stamped and signed by each member of the joint Bidding group.

Should a group of Bidders submit a joint Bid, each and every Bidder must meet the conditions set out in Section III, under the sections on: Bidder's details; basic suitability and umbrella

statement. Therefore, each and every Bidder of the group must submit the required documents related thereto individually.

The required financial guarantees set out in Section III shall be provided by the lead partner.

Other conditions set out in Section III under sections: Bid and Legal Document on Joint Bidding, Model Contract, Technical Specifications and Staff Capacity may be met cumulatively. All partners in the joint Bidding group shall therefore submit the documents related thereto as a group. The documents must nonetheless be signed by each partner.

10. BIDDING COSTS

All costs related to the preparation and submission of the Bid shall be covered by the Bidder.

11. ACCESS TO BIDS AND PROFESSIONAL SECRECY

The Contracting Authority shall allow access to the selected Bid upon request. The access procedure shall be conducted in compliance with Article 17(3) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV). Please note that the Contracting Authority is not obliged to inform the selected Bidder thereof or invite it to participate in the procedure.

Pursuant to the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19), the Bidder shall define which parts of the Bid constitute a trade secret or represent a competitive advantage on the market, by issuing a written decision. The classification of information as a trade secret shall be at the sole discretion of the Bidder, as stipulated by the Act. This document shall clearly demonstrate that the decision was signed prior to the Bid submission closing date. Should a Bidder be invited to supplement its Bid, the decision document relating to the aforementioned information should be signed prior to the closing date for Bid supplement submission.

Irrespective of the above stipulations, the following information shall be deemed public: price per unit and the total bidding value. Should the selection process be based on the criterion of the most economically advantageous Bid, the information deemed public shall also include any information that may affect the ranking of the submitted Bids with respect to other criteria applied, provided the said information has not been deemed confidential.

III. METHODOLOGY FOR VERIFYING THE BIDDER'S CAPACITY TO PERFORM THE CONTRACT

The Bidder shall meet all the conditions specified in this section. To prove compliance with these conditions, the Bidder must provide the supporting documents as indicated for each condition listed below. Photocopies of the required documents may be submitted unless specified otherwise. The forms/statements to be submitted by the Bidder constitute part hereof. The Bidder's statements must be submitted in writing, signed by the Bidder's authorised person and stamped. The submitted documents must reflect the Bidder's most recent status. The Contracting Authority reserves the right to inspect the original documents.

Pursuant to Article 72(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority reserves the right to verify the existence and accuracy of the information in the most advantageous bid either before adopting the decision on the award of the contract or no later than before concluding the contract. On behalf of the Contracting Authority, the existence and content of the data may also be verified Slovenian Military Aviation Authority.

Should the Contracting Authority establish that information included in the most advantageous Bid does not exist or is untrue, the Contracting Authority will disqualify the Bidder from the public procurement procedure and will not award the public contract in question to the said Bidder or conclude the contract with the said Bidder.

Pursuant to Article 14(6) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text, De-Bureaucratisation Act 158/20 and 3/22-ZDeb, hereinafter: ZIntPK), prior to the conclusion of a contract with a value exceeding EUR 10,000.00, exclusive of VAT, in order to ensure that the business transaction is transparent and free from risks of corruption, the Bidder undertakes to provide information on its founders, partners, silent partners, shareholders, limited partners or other owners, as well as information on ownership shares of the aforementioned persons and economic operators that, in accordance with the Companies Act, are considered affiliated companies, by submitting the aforementioned information on the template included herein. Should the Bidder submit an incorrect statement or untrue information thereon, the framework agreement shall be considered null and void.

By submitting the Bid, it shall be deemed that all bid documentation uploaded to the e-JN system has been signed, except for those documents for which a physical signature is explicitly required.

1. BIDDER'S DETAILS

1.1 The Bidder shall submit the information on the Bidder.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- **Appendix 1** – Bidder's Details.

2. BASIC CAPACITY

2.1 The Bidder and its legal representatives, if these are legal persons, have not been convicted by a final judgement with res judicata effect of the criminal offences listed in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV).

EVIDENCE – to be uploaded under the “Other Attachments” section:

- An extract from a relevant register, for instance, a criminal record not older than four (4) months from the Bid submission closing date, or obtained no later than 90 days after the Bid submission closing date, or, in the absence of such a register, an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, in another Member State or the economic operator's home country or in the country where the economic operator has its registered office, showing that there are no grounds for disqualification.

or

- **Appendix 4:** Statement under Criminal and Material Liability as a declaration on oath confirming that the Bidder and its legal representatives, if these are legal persons, have not been convicted by a final judgement of the acts defined in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Appendix 4A:** Personal Information for each legal representative specified in Appendix 4;
- **Appendix 4B:** Legal Entity Information.

If the Bidder intends to execute the public contract through a Subcontractor, the condition specified in this point must also be fulfilled by each Subcontractor engaged.

FOREIGN BIDDERS

EVIDENCE: – uploaded under the “Other Attachments” section:

An extract from a relevant register, for instance, a criminal record not older than four (4) months from the Bid submission closing date, or obtained no later than 90 days after the Bid submission closing date, or, in the absence of such a register, an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, in another Member State or the economic operator's home country or in the country where the economic operator has its registered office, showing that there are no grounds for disqualification. The certificate must be translated into Slovenian or English by a sworn court interpreter.

or

- **Appendix 4** – Statement under Criminal and Material Liability made as a sworn declaration to certify that the Bidder and its legal representatives, **if these are legal persons**, have not been convicted by a judgement with res judicata effect of the acts defined under Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).

- Declaration of No Criminal Record; for each legal representative specified in **Appendix 4A**, all required information must be included.
- Declaration of No Criminal Record for a legal person, **Appendix 4B**.

If the Bidder intends to execute the public contract through a Subcontractor, the condition specified in this point must also be fulfilled by each Subcontractor engaged.

2.2 The Bidder shall demonstrate that:

- It has not been excluded from public procurement procedures due to being listed in the register of economic operators subject to secondary sanctions of exclusion pursuant to Article 110 of the Public Procurement Act.
- Within the three years preceding the deadline for submission of bids or applications, no competent authority of the Republic of Slovenia, another EU Member State, or a third country has identified at least two violations concerning remuneration for work, working time, rest periods, engagement under civil law contracts despite the existence of elements of an employment relationship, or undeclared work, for which the Bidder has been sanctioned by one or more final decisions.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- Extract from the register of final decisions on offences kept by the competent authority in the Republic of Slovenia, another Member State or a third country
or
- **Appendix 5:** Statement under Criminal and Material Liability.

If the Bidder intends to execute the public contract through a Subcontractor, the condition specified in this point must also be fulfilled by each Subcontractor engaged.

2.3 For the purpose defined under Article 14(6) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11 – official consolidated text, De-Bureaucratisation Act 158/20 and 3/22, and Whistleblowers Protection Act 16/23), i.e., in order to ensure transparency of business and to prevent the risk of corruption when concluding a legal transaction, the Bidder shall provide information on:

- its founders and partners, including silent partners, shareholders, limited partners or other owners, as well as information on the ownership interests of such persons;
- economic entities that, in accordance with the provisions of the law governing companies, are deemed to be related companies.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- **Appendix 6:** Statement on Participation of Natural and Legal Persons in the Ownership of the Bidder.

Should the Bidder intend to carry out the public contract with a Subcontractor whose share of the contract is greater than EUR 10,000 exclusive of VAT, the Subcontractor must also fulfil the condition set out in this point.

2.4 The Bidder and its legal representatives must not be connected, in the manner specified in Article 35(1) of the Integrity and Prevention of Corruption Act (ZIntPK), with any official of the Ministry of Defence of the Republic of Slovenia and/or their family members.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- **Appendix 7:** Statement Concerning Restrictions of Business Activities.

3. ECONOMIC AND FINANCIAL CAPACITY

3.1 Performance Bond

The selected Bidder shall provide the Contracting Authority with a **bank guarantee or surety insurance issued by an insurance company**, in the amount of EUR 30,000, **for the performance of obligations** under the Framework Agreement, in accordance with the model set out in the Invitation to Tender. The performance bond shall be submitted no later than twenty (20) days following the conclusion of the Framework Agreement and shall remain valid until 31 January 2027 or until the Framework Agreement expires. The Contracting Partner shall, no later than 14 days before the expiry of the current performance bond, provide the Contracting Authority with a new or extended bank guarantee for the performance of obligations under the Framework Agreement, which must be valid until 31 January of the following year. **A valid bank guarantee is a condition for the validity of the Framework Agreement.**

The bank guarantee may be issued in accordance with the Performance Bond Form template under URDG-758 or in an alternative form containing the same provisions as the URDG-758 form (see template in Appendix 8).

3.2 Subcontractors

If the Bidder intends to perform the Contract with the involvement of a subcontractor, the Bid must include – **uploaded under the “Other Attachments” section:**

- **Appendix 9:** Subcontractor's Details
- **Appendix 9a:** Participation of Subcontractors.

Pursuant to the Public Procurement in the Defence and Security Sector Act (ZJNPOV), if the selected Bidder intends to perform the Contract through one or more subcontractors, it shall enter into a subcontract with each subcontractor to be included in the Contract performance prior to the date the Contract is signed or during the term of the Contract.

The following information shall constitute a mandatory part of any public contract: details of the subcontractor(s) (name, full address, registration number, VAT number, and bank account), the type of works, the indicative value, and the scope of the contract to be carried out by the subcontractor(s).

Should the selected Bidder decide to change the subcontractor or award a subcontract to a new subcontractor, it can do so only after it has obtained the Contracting Authority's written authorisation, for which the Bidder has submitted all of the required evidence on meeting the conditions set out in this section.

3.3 The Bidder shall confirm the Umbrella Statement.

EVIDENCE – uploaded under the “Other Attachments” section:

- **Appendix 3:** Umbrella Statement.

3.4 The Bidder shall complete the form Bid (Appendix 2) with the required attachments.

EVIDENCE:

- **Appendix 2: Bid – Prices (to be uploaded in the “Proforma Invoice” section; the amount must be entered in the “Total Bid Price” section).**
- Certificates and price lists, as indicated on Appendix 2 **must be uploaded under the “Other Attachments” section.**

The “Total Bid Price” entered in the corresponding field, as well as the document uploaded as the bid estimate in the “Proforma Invoice” section, shall be visible and accessible during the public bid opening.

3.5 By submitting its bid, the Bidder confirms its acceptance of the Model Framework Agreement.

EVIDENCE:

- **Appendix 12 – Model Framework Agreement**

The Bidder may propose modifications and amendments to the Framework Agreement. If the Bidder proposes changes in relation to the penalties of the Framework Agreement and financial guarantee, it must make the request in the manner specified in Section II, Point 3 thereof.

4. TECHNICAL CONDITIONS

4.1 Certificates and approvals related to demonstrating compliance with the requirements of the SOW Appendix must be issued by the competent aviation authorities.

- A. In the event that the maintenance organisation is the OEM or the type certificate holder of the helicopter, rotor, or engine, it shall submit a Certificate of Maintenance Eligibility issued by the national CAA or MAA for military equipment.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- A valid EASA Part 145 or FAA Part 145 civil certificate, along with a Capability List for the helicopter, rotor, engine, or equipment that holds the civil certificate.
- A valid military Approval Certificate, along with an Approved Parts List issued by a national MAA, for the helicopter, rotor, engine, or equipment that does not hold a civil certificate;

- B. If the maintenance organisation is not the OEM or type certificate holder for the helicopter, rotor, or engine, it must obtain an Approval Certificate issued by the Slovenian Military Aviation Authority.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- Valid Approval Certificate issued by the Slovenian Military Aviation Authority.

- C. In case the maintenance organisation does not hold a valid Approval Certificate issued by the Slovenian Military Aviation Authority, the Bidder must provide the following documentation – **to be uploaded under the “Other Attachments” section:**

- A valid EASA Part 145 or FAA Part 145 maintenance organization approval, accompanied by a Capability List covering the helicopter, rotor, engine, or equipment certified for civil use.
- A valid military Approval Certificate, along with an Approved Parts List issued by a national MAA, for the helicopter, rotor, engine, or equipment that does not hold a civil certificate;

- A valid Maintenance Organisation Certificate issued by the OEM or TC holder for the helicopter, rotor, or engine;
- A valid AS 9100 Certificate (optional).

4.2 In the event the Bidder is not the service provider, it shall provide proof of its business relationship with the service provider.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- A valid contract between the Bidder and the provider of the services in question, or a letter of cooperation, must include at least the following information:
 - The Bidder's details
 - The service provider's details
 - The subject of the contract/agreement
 - The date of conclusion of the contract/agreement
 - The contract/agreement validity period.

4.3 The Bidder shall ensure that the installed goods comply with the Contracting Authority's requirements as set out in the Scope of Work and with all applicable aviation standards and regulations in the Republic of Slovenia.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- **Appendix 11** – Declaration on the Provision of Services and Spare Parts, and on the Designated Contractors

4.4 The Bidder shall submit details about the contractors, including:

- Location and distance from Ljubljana, Slovenia
- Capacity of the service centre
- Ability to ensure uninterrupted spare parts supply
- Technical documentation management method
- Other information relevant to the performance of the work under this procedure.

EVIDENCE – to be uploaded under the “Other Attachments” section:

- Relevant documents, declarations, and evidence confirming the above information.

5 OTHER CONDITIONS AND EVIDENCE

5.1 The Bidder shall include in the Bid the contact details of the person responsible for the performance of each contract.

EVIDENCE:

- **Appendix 10** – to be uploaded under the “Other Attachments” section.

5.2 Geographical limitations:

The service center where the maintenance work will be performed must be located within the European geographical area.

IV. NEGOTIATIONS AND BID EVALUATION

In the first phase, the Contracting Authority shall verify compliance with the basic conditions for the conclusion of the Framework Agreement and shall conduct negotiations.

1. The Contracting Authority will examine the Bids received following their public opening. In this phase, Bidders who have submitted all the requested information will be invited to correct any formal irregularities, provide any clarifications that may be necessary, and remedy any non-conformities identified.
2. The Contracting Authority shall coordinate with the Bidders regarding the performance and negotiate the terms of the contract. The Contracting Authority may conduct several rounds of negotiations but will announce the final round in advance.
3. The Bidders will submit their Final Bids.
4. Following the public opening of the Bid and its analysis, the Contracting Authority shall select the Bidders insofar as their Bids meet its requirements for the conclusion of the Framework Agreement.

Bidders who meet all the basic requirements and submit the requested documents, declarations, and supporting evidence will be awarded a framework agreement.

In the second phase, following the conclusion of the Framework Agreements, the Contracting Authority will invite all Framework Agreement contractors to submit Bids for each individual contract and will select the most advantageous contractor based on the criteria outlined below:

1. Regular Contracts

	Criterion	Max. Points
a	Total Bid value	90
b	Delivery time/implementation date*	10
T O T A L :		100

* In its Invitation, the Contracting Authority shall specify the required delivery time. Bids meeting the required delivery time shall be awarded full points for delivery time and shall be evaluated solely on the total bid value criterion. Bidders proposing a longer delivery time than that specified by the Contracting Authority shall be awarded a correspondingly lower number of points according to the formula below (the minimum delivery time is the same as the requested time).

a) TOTAL BID VALUE incl. or excl. VAT** – max. points: 90

Number of points	Criterion
0 - 90	$\frac{\text{Lowest Bid value} \times 90}{\text{Proposed Bid value}}$

b) DELIVERY TIME – max. points: 10***

Number of points	Criterion
0 - 10	$\frac{\text{Shortest delivery time} \times 10}{\text{Proposed delivery time}}$

** Depending on Bidders, all Bids shall be considered either inclusive or exclusive of VAT.

*** Should there be items with different delivery times within a single order, the average delivery time proposed shall be used for the calculation.

2. AOG² and WORK STOP³ Contracts

	Criterion	Max. Points
a	Total Bid value	60
b	Delivery time/implementation date*	40
T O T A L :		100

* In its Invitation, the Contracting Authority shall specify the required delivery time. Bids meeting the required delivery time shall be awarded full points for delivery time and shall be evaluated solely on the total bid value criterion. Bidders proposing a longer delivery time than that specified by the Contracting Authority shall be awarded a correspondingly lower number of points according to the formula below (the minimum delivery time is the same as the requested time).

a) TOTAL BID VALUE incl. or excl. VAT – max. points: 60**

Number of points	Criterion
0 - 60	$\frac{\text{Lowest Bid value} \times 60}{\text{Proposed Bid value}}$

b) DELIVERY TIME – max. points: 40 ***

Number of points	Criterion
0 - 40	$\frac{\text{Shortest delivery time} \times 40}{\text{Proposed delivery time}}$

** Depending on Bidders, all Bids shall be considered either inclusive or exclusive of VAT.

*** Should there be items with different delivery times within a single order, the average delivery time proposed shall be used for the calculation.

For each contract, the Contracting Authority shall select the Bidder with the highest total score for that specific contract.

In the event that several Contractors are awarded the same number of points, the Bidder with the lower price for regular orders or the shorter delivery time for AOG and WORK STOP orders shall be selected.

By signing the Framework Agreement, the Bidder commits to providing and submitting a bid in response to each invitation from the Contracting Authority. Should the Contractor fail to submit a Bid in response to more than three invitations, the Contracting Authority shall no longer be obliged to invite them to submit further Bids.

² Urgent contracts required to address defects that render the helicopter unairworthy.

³ Urgent contracts necessary to ensure the continuation of maintenance work during a service inspection or repair conducted by the Contracting Authority.

V. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND THE CONTRACTING AUTHORITY'S ADDITIONAL REQUIREMENTS

Subject of the public contract: PROVISION OF OPERATIONAL READINESS OF SAF AIRBUS COUGAR HELICOPTERS – SERVICES

The Contractor shall, either directly or through authorised service providers or subcontractors, perform servicing, maintenance, investment, and other works on AS-532AL COUGAR helicopters, as necessary to ensure their operational readiness, in accordance with applicable standards and in coordination with the Contracting Authority. It shall provide training to aviation technical staff as needed. It shall also provide any additional services necessary to ensure the operational readiness of the helicopters.

All works shall be performed in accordance with applicable aviation regulations, including requirements for quality assurance and certification, and shall apply to services (including training), goods, tools, and technical documentation. All interventions shall be recorded in the technical documentation of the helicopters, rotors, engines, and other equipment, in coordination with and in accordance with the Contracting Authority's instructions. Upon completion of the maintenance work, the Contractor shall issue the relevant certificate.

- A. Maintenance and servicing of AS-532AL COUGAR helicopters, including components, equipment, tools, and installed engines, shall be performed in accordance with the requirements precisely defined in the Scope of Work (SOW).
- B. Training for aircraft maintenance staff includes:
- Aircraft Type Rating Training for the endorsement of the helicopter type AS 332/532 in the EASA Part-66 AML (categories A, B1 and B2).
 - Specialist training for the maintenance of the helicopter and its equipment.

Training shall be provided exclusively by organisations holding a valid EASA Part-147 approval for the respective helicopter type. If the organisation does not hold a type certificate, it must obtain a specific approval from the Slovenian Military Aviation Authority.

Upon successful completion of the training, the participants shall be issued certificates of completion in accordance with EASA Part-66/147.

- C. Other services:
- Any other services related to ensuring the operational readiness of the helicopters (such as rental of engines, components, tools, equipment, transport packaging, testing, retrieval, security, transport, freight forwarding, insurance, etc.) shall be provided as needed and in agreement with the Contracting Authority.

For evidence of eligibility, the Bidder shall attach the following to **Appendix 2: Bid – Prices** (including those for subcontractors and actual performers of the works):

- Evidence of its ability to perform the maintenance of the subject of the contract;
- Evidence of its ability to provide training for the maintenance of the subject of the contract;
- Applicable price list per hour of maintenance (including hourly rates based on the maintenance contractor's profile – e.g., technician, engineer, etc.);
- A valid manufacturer's price list for original spare parts (new, reconditioned, etc.);
- Any other price lists relevant to the performance of the work subject to this procedure.

Works and training are typically conducted abroad, at the Contractor's location. If the performance of such works is required in the Republic of Slovenia, their scope and price shall be subject to prior agreement between the Contracting Authority and the Contractor.

The required warranty period for the services performed and for any spare parts installed or supplied is a minimum of 12 months.

The Contractor shall submit all necessary documents demonstrating their ability to perform the services under this Framework Agreement, such as valid evidence of business cooperation with equipment manufacturers, suppliers, and certificates, to the Contracting Authority in a timely manner and before the expiration of the validity period.

If the Bidder subcontracts any part of the Bid, the subcontractors and maintenance organisations performing the contracted work must also meet the above requirements. The Contracting Partner shall be responsible for verifying that the subcontractor complies with the requirements.

The details of the services to be provided are outlined in the Model Framework Agreement.

APPENDIX 1

BIDDER'S DETAILS

BID NO.: _____

Date: _____

Bidder's Details:

BIDDER'S FULL NAME	
BIDDER'S LEGAL REPRESENTATIVE (<i>name and position</i>)	
ADDRESS	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (to receive official mail)	
BIDDER'S POINT OF CONTACT – THE FRAMEWORK AGREEMENT ADMINISTRATOR	
POINT OF CONTACT – MOBILE PHONE (BUSINESS)	
IBAN	
SWIFT	
NAME OF THE BANK	
ADDRESS OF THE BANK	
SME (small or medium-sized enterprise) – mark appropriately; relative to the publication of the award of the public contract.	YES / NO
PERSON AUTHORISED TO SIGN THE FRAMEWORK AGREEMENT <u>ELECTRONICALLY</u>	

(the right column is to be filled in by the Bidder)

APPENDIX 2: Bid – Prices

Bid no.: _____, date _____.

DESCRIPTION OF WORKS	QUANTITY	INDICATIVE VALUE
Provision of Operational Readiness of SAF AIRBUS COUGAR Helicopters – Services	on a per-contract basis	per individual bid, or with a total indicative value of EUR 5.737.704,92 excluding VAT or EUR 7.000.000,00 including VAT for a period of 48 months, with the option of extension for up to an additional 36 months (maximum of 84 months in total). Taking into account the possibility of a 30% increase in value (for the purchase of larger quantities), the total estimated value amounts to EUR 7.459.016,40 excluding VAT or EUR 9.100.000,00 including VAT.

PLACE OF SERVICE: Contractor's location, or as otherwise agreed with the Contracting Authority on a case-by-case basis for each contract.

PAYMENT: The Contracting Authority shall pay the invoice no later than thirty (30) days from the day following the official receipt of the invoice, which serves as the basis for payment.

THE SERVICE PERFORMANCE PERIOD: As proposed by the Contractor (as specified in the respective order form).

WARRANTY: Each service order shall be covered by a warranty of ____ (at least 12) months, and each installed or supplied spare part by a warranty of ____ (at least 24) months.

DELIVERY TERMS (INCOTERMS 2020): The price shall include FCA (Incoterms 2020) delivery at the Contractor's premises for materials to be installed in the helicopter, its components, or equipment at the Contractor's location. For materials to be delivered to the Contracting Authority, DDP (Incoterms 2020) delivery terms shall apply, including insurance and unloading, to the Contracting Authority's premises, unless otherwise agreed for the specific order.

For the purpose of demonstrating compliance with the requirements, the Bidder shall submit the following evidence, including for any subcontractors and actual performers of the works:

- Evidence in accordance with Section III, point 4 of the Invitation to Tender and the SOW;
- A valid price list for services rendered per hour (hourly rates based on the profile of the maintenance provider—technician, engineer, etc.);
- A valid manufacturer's price list for original spare parts (new, reconditioned, etc.) and consumables, including delivery times, NSN numbers, and any discounts, with an indication of whether these discounts are included in the price. The price list shall be as complete as possible and provided on an appropriate electronic medium in a format with a search function for individual part prices. If an online price list exists, the Bidder shall provide access to it and describe how to access it.
- Any other price lists relevant to the performance of the work subject to this procedure.

Bid validity: 150 days from the final date for Bid submission.

APPENDIX 3

U M B R E L L A S T A T E M E N T

We hereby confirm that:

- We are cognisant of the content of the Invitation to Tender for this Contract and the general terms and conditions of the Contract, and we herewith express our full agreement therewith. We also declare that we are cognisant of the instructions for bid preparation and we herewith agree with the said instructions and declare that our Bid has been prepared and submitted in accordance with the requirements listed in the said instructions.
- We have at our disposal sufficient technical capabilities (technical equipment, storage facilities, service network, quality control measures) to ensure that the subject of the Contract is performed in a high-quality way.
- All of the information in our Bid is true and is not misleading. We have been informed that the Contracting Authority is entitled to disqualify our bid if the information in the Bidding documentation proves to be misleading.

We hereby declare that:

- We are aware that the Contracting Authority has published this contract award procedure on the Public Procurement Portal.
- In preparing our Bid, we have been obliged to take into account and have in fact taken into account the questions and answers, as well as the notices and other communications, that have been published on the Public Procurement Portal in relation to this public contract award procedure.
- We have not changed the provisions of the Invitation to Tender published on the Public Procurement Portal in relation to this public contract award procedure.
- All copies of documents enclosed in our Bid correspond to the originals.
- Neither the applicable law nor any other regulation precludes us from concluding a Contract for the services and/or goods subject to this public procurement procedure.
- We are registered to perform the activity that is the subject of the public contract in question.
- We have not ceased to perform the activity that is the subject of the public contract in question.
- We have not been convicted by a judgement with res judicata effect concerning our professional competence in performing activities related to the services subject to the public contract in question.
- We have adopted a statement on safety, in accordance with the Occupational Health and Safety Act.
- In preparing our Bid, we have taken account of the applicable legislation related to professional secrecy.
- We agree that, in line with Article 72 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority is entitled to verify the Bid submitted in this contract award procedure by acquiring the information specified under Article 31(15) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) from the central information system – e-Dosje.

APPENDIX 4 – to be completed by Slovenian and foreign bidders

S T A T E M E N T

We hereby declare that neither the Bidder

(Name, address and head office)

nor its legal representative(s)

(name and surname)

(name and surname)

(name and surname)

has/have been convicted by a final judgment with res judicata effect of criminal offences defined under the Criminal Code (Official Gazette of the Republic of Slovenia nos. 50/12 – official consolidated text, 54/15, 6/16 – amended, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 – The Act on Reducing Inequalities and Harmful Policy Interventions and Ensuring Respect for the Rule of Law (ZZNŠPP), and 16/23; hereinafter: Criminal Code 1) or crimes of comparable gravity, handed down by foreign courts:

- terrorism (Article 108 of the Criminal Code)
- financing of terrorist activities (Article 109 of the Criminal Code)
- incitement and public glorification of terrorist activities (Article 110 of Criminal Code)
- recruitment and training for terrorist activities (Article 111 of Criminal Code)
- enslavement (Article 112 of Criminal Code)
- human trafficking (Article 113 of Criminal Code)
- acceptance of a bribe during an election or ballot (Article 157 of the Criminal Code)
- violation of fundamental rights of employees (Article 196 of Criminal Code)
- fraud (Article 211 of the Criminal Code)
- unlawful restriction of competition (Article 225 of the Criminal Code)
- false bankruptcy or unconscionable operation (Article 226 of the Criminal Code)
- defrauding creditors (Article 227 of the Criminal Code)
- business fraud (Article 228 of the Criminal Code)
- fraud to the detriment of the European Union (Article 229 of the Criminal Code)
- fraud in obtaining loans or benefits (Article 230 of the Criminal Code)
- fraud in securities trading (Article 231 of the Criminal Code)
- deception of buyers (Article 232 of the Criminal Code)
- unauthorised use of another's brand or model (Article 233 of the Criminal Code)
- unauthorised use of another's patent or topography (Article 234 of the Criminal Code)
- forgery or destruction of business documents (Article 235 of the Criminal Code)

- disclosure and unauthorised acquisition of trade secrets (Article 236 of the Criminal Code)
- abuse of an information system (Article 237 of the Criminal Code)
- abuse of insider information (Article 238 of the Criminal Code)
- abuse of a financial instruments market (Article 239 of the Criminal Code)
- abuse of a position or trust in business activity (Article 240 of the Criminal Code)
- unauthorised acceptance of gifts (Article 241 of the Criminal Code)
- unauthorised offering of gifts (Article 242 of the Criminal Code)
- counterfeiting money (Article 243 of the Criminal Code)
- fabrication and use of counterfeit derivatives or securities (Article 244 of the Criminal Code)
- money laundering (Article 245 of the Criminal Code)
- abuse of non-cash means of payment (Article 246 of the Criminal Code)
- use of counterfeit non-cash means of payment (Article 247 of the Criminal Code)
- fabrication, acquisition and disposal of instruments of forgery (Article 248 of the Criminal Code)
- tax evasion (Article 249 of the Criminal Code)
- smuggling (Article 250 of the Criminal Code)
- abuse of office or official duties (Article 257 of Criminal Code)
- harm to public resources (Article 257a of Criminal Code)
- disclosure of classified information (Article 260 of the Criminal Code)
- acceptance of a bribe (Article 261 of the Criminal Code)
- offering bribes (Article 262 of the Criminal Code)
- acceptance of benefits for illegal intermediation (Article 263 of the Criminal Code)
- offering of gifts for illegal intermediation (Article 264 of the Criminal Code)
- criminal organisation (Article 294 of the Criminal Code).

SLOVENIAN BIDDERS: We hereby authorise the Contracting Authority, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, to obtain criminal record data (for the Bidder and its legal representatives) for the public procurement procedure **MORS 333/2025 – ON – PSPs**.

FOREIGN BIDDERS: The Bidder shall submit sworn **Declarations of No Criminal Record (Appendices 4A and 4B)**. The Declarations shall be made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Bidder has its head office. These declarations shall not be older than 30 days before the closing date for bid submission. Proof of no conviction issued by a competent body of the country of the Bidder shall also be deemed as appropriate. The certificate must be translated into Slovenian or English by a sworn court interpreter.

If the Bidder intends to perform the Contract through subcontractors, the aforementioned condition should also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor.

Place and date

Stamp

Signature of Bidder's legal
representative

APPENDIX 4A: PERSONAL INFORMATION – to be completed by Slovenian Bidders

(If the Bidder intends to execute the public contract through a Subcontractor, the information must also be provided by each Subcontractor engaged.)

I hereby provide information and authorise the Contracting Authority, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, to verify the facts recorded in the Criminal Records for the public procurement procedure no. MORS 333/2025 – ON – PSPs: "Provision of Operational Readiness of SAF Airbus Cougar Helicopters – Services" on my behalf.

NAME AND SURNAME (mandatory information):

PERSONAL REGISTRATION NUMBER (mandatory information):

DATE:

SIGNATURE OF THE NATURAL PERSON:

APPENDIX 4B: LEGAL ENTITY INFORMATION – to be completed by Slovenian Bidders

(If the Bidder intends to execute the public contract through a Subcontractor, the information must also be provided by each Subcontractor engaged.)

Full name of company:

Registered office:

Municipality of the company's registered office:

Court registration number (entry no.):

Company registration number:

Hereby, the information is provided for the purpose of verifying the facts entered in the Criminal Records for the public procurement procedure no. **MORS 333/2025 – ON – PSPs: “Provision of Operational Readiness of SAF Airbus Cougar Helicopters – Services”**.

Place and date

Stamp

Signature of Bidder's legal
representative

APPENDIX 4A: to be completed by foreign Bidders

**TO BE COMPLETED BY EACH NATURAL PERSON AND
ALL OTHER PERSONS AUTHORISED TO REPRESENT**

For the purposes of the public contract award procedure **MORS 333/2025 – ON – PSPs: “Provision of Operational Readiness of SAF Airbus Cougar Helicopters – Services”** carried out by the Ministry of Defence of the Republic of Slovenia and congruent with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia Nos. 90/12, 90/14 – ZDU-1I, 52/16, and 122/23, hereinafter: ZJNPOV) I, _____, residing at _____, issue this

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare under criminal and material liability that on _____, no grounds for the exclusion from the procedure as stated in ZJNPOV, Article 32(1), apply to me.

Place and date

Signature

The Declaration of No Criminal Record shall be made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Bidder has its head office. This declaration shall not be older than 30 days before the closing date for Bid submission.

If the Bidder intends to perform the Contract through subcontractors, the aforementioned condition must also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor.

APPENDIX 4B: to be completed by foreign Bidders

TO BE COMPLETED BY A LEGAL PERSON

For the purposes of the public contract award procedure MORS 333/2025 –ON – PSPs: **“Provision of Operational Readiness of SAF Airbus Cougar Helicopters – Services”** carried out by the Ministry of Defence of the Republic of Slovenia and congruent with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14 – ZDU-1I and 52/16, and 122/23, hereinafter: ZJNPOV)

I, _____, residing at _____, as the managing director of the company _____, registration no. _____, issue this

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare under criminal and material liability that on _____, no grounds for the exclusion from the procedure as stated in ZJNPOV, Article 32(1), apply to the company _____.

Place and date

Stamp

Signature

The Declaration of No Criminal Record shall be made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Bidder has its head office. This declaration shall not be older than 30 days before the closing date for Bid submission.

If the Bidder intends to perform the Contract through subcontractors, the aforementioned condition must also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor.

APPENDIX 5

S T A T E M E N T

Bidder

(Name, address and registered office)

Under criminal and material liability, we hereby declare that,

- On the closing date for Bid submission, the Bidder has not been disqualified from participating in public contract award procedures due to being placed on the list of economic operators with secondary sanctions for exclusion from public procurement procedures under Article 110 of the Public Procurement Act and, in the 3-year period preceding the Bid submission closing date, a competent authority of the Republic of Slovenia or another Member State or a third country has not established at least two infringements concerning remuneration for work, working time, rest periods, the performance of work based on contracts governed by civil law despite the existence of elements of an employment relationship, or the use of undeclared work, for which the Bidder has been fined for an offence by one or more decisions that have the force of res judicata or a definitive decision.
- We fulfil the conditions set out in Section III, point 2.2 of this Invitation to Tender, and declare that the country of our head office does not issue such attestations with respect to the conditions specified above. – *To be included if the country where the Bidder has its registered office does not issue certificates demonstrating compliance with the conditions set out in Section III, point 2.2 thereof.*

Place and date

Stamp

Signature of responsible person

If the Bidder intends to perform the Contract through subcontractors, the aforementioned condition should also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor.

APPENDIX 6

Bidder's letterhead

For the purpose defined under Article 14(6) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11 – official consolidated text, De-Bureaucratisation Act 158/20 and 3/22-ZDeb, hereinafter: ZIntPK), i.e., in order to ensure transparency of business and to prevent the risk of corruption when concluding a legal transaction, as the Bidder's legal representative in the procurement procedure I hereby submit the following

STATEMENT ON PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE BIDDER

Bidder's details (legal person, proprietor, association or other legal subject participating in the public procurement procedure):

Bidder's company:

Bidder's head office (full address):

Bidder's registration number or tax number for other natural and legal persons – bidders who are not registered in the business register:

The Bidder is the operator of a dormant partnership (please mark): ☐ YES ☐ NO

Bidder's ownership structure:

1.1. Details of the participation of natural persons in the bidder's ownership, including silent partners:

Natural person no. 1:

Name of legal person:

Place of residence – permanent, unless the natural person has a temporary place of residence in the Republic of Slovenia (full address):

Share of Bidder's ownership:

Silent partner (please mark): ☐ YES ☐ NO

If YES, then please list the operator of the silent company:

Natural person no. 2:

Name of legal person:

Place of residence – permanent, unless the natural person has a temporary place of residence in the Republic of Slovenia (full address):

Share of Bidder's ownership:

Silent partner (please mark): ☐ YES ☐ NO

If YES, then please list the operator of the silent company:

Natural person no. 3:

Name of legal person:

Place of residence – permanent, unless the natural person has a temporary place of residence in the Republic of Slovenia (full address):

Share of Bidder's ownership:

Silent partner (please mark): ☐ YES ☐ NO

If YES, then please list the operator of the silent company:

(Continue the list in the required order, if necessary.)

1.2. Details of the participation of legal entities in the Bidder's ownership, including an indication of whether the legal entity is a silent partner:

Name of legal person:

Head office of legal person:

Share of Bidder's ownership:

Bidder's registration number or tax number for other legal persons who are not registered in the business register:

The legal person is also the operator of a silent company (please mark): ☐ YES ☐ NO

The legal person is owned by the following natural persons:

Name of legal person:

Place of residence – permanent, unless the natural person has a temporary place of residence in the Republic of Slovenia (full address):

Share of Bidder's ownership: _____

Silent partner (please mark): ☐ YES ☐ NO

If YES, then please list the operator of the silent company:

(Continue the list in the required order, if necessary.)

1.3. Details of the participation of companies in the Bidder's ownership that, in accordance with provisions of the Companies Act, are considered affiliated companies:

Name of legal person:

Head office of legal person:

Bidder's registration number or tax number for other legal persons who are not registered in the business register:

is in a mutual relationship, in accordance with Article 527 of the Companies Act, with the legal person:

Name of legal person:

Head office of legal person:

Bidder's registration number or tax number for other legal persons who are not registered in the business register:

connected as _____

(Continue the list in the required order, if necessary.)

I hereby declare that I have listed all natural persons – participants in the Bidder's ownership that:

- directly or indirectly own more than 5% of shares or have more than a 5% share in founder's rights, management or legal person equity, or have a dominant position in managing the legal person's assets; and
- indirectly provide or ensure assets for the legal person and thus have an option to control, steer or otherwise significantly influence the decisions of the management or other management body of the legal person regarding financing and operations.

- By signing this statement, I guarantee that, in the entire ownership structure, there are no other natural or legal persons or silent partners or economic operators that are, in accordance with the provisions of the Companies Act, considered affiliated companies.

By signing this statement, I guarantee that the information listed in the aforementioned Statement is accurate and true, and that I am familiar with the fact that, in the case of a false statement or untrue information, the Framework Agreement shall be considered void. I hereby undertake to notify the Contracting Authority in the case of any change of the submitted data.

Place and date

Name of legal representative

Signature of legal representative

Stamp of the company or Bidder

APPENDIX 7

STATEMENT CONCERNING RESTRICTIONS OF BUSINESS ACTIVITIES¹

MORS 333/2025 - ON-PSPs;

Provision of Operational Readiness of SAF Airbus Cougar Helicopters – Services

I, _____
(Name and surname of the natural person² or the responsible person³ of the business entity)

hereby declare that neither _____ (business entity⁴) nor I am in any way linked to any official, and, to the best of my knowledge, neither the stated business entity nor I am linked to any family member of any official holding office in **the Ministry of Defence of the Republic of Slovenia**, as specified under the Integrity and Prevention of Corruption Act, Article 35(1) (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text, De-Bureaucratisation Act 158/20 and 3/22-ZDeb).

Place and date

Stamp

Signature of natural or responsible person

¹This Statement shall be submitted in a procedure for granting concessions, entering into any form of public-private partnership, or in a public procurement procedure, or, if the latter was not carried out, prior to signing a contract with a public sector body or organisation specified under the Integrity and Prevention of Corruption Act, Article 35(1).

²The following shall be included: name and surname of the natural person, permanent address, and information that identifies the said person (e.g., personal registration number).

³The following shall be included: name and surname of the responsible person, permanent address, and information that identifies the said person (e.g., personal registration number).

⁴The following shall be included: the name and the address of the business entity, and information that identifies the said business (e.g., the business entity's registration number).

APPENDIX 8: Template of Guarantee Form

Performance Bond Template under the Uniform Rules for Demand Guarantee URDG-758

Guarantor Letterhead (insurance company/bank) or SWIFT identifier code

To: *(Insert name and contract information of the Beneficiary, i.e., the Contracting Authority)*
Date: *(Insert date of issue)*

TYPE OF GUARANTEE: *(Specify tender guarantee type: suretyship insurance/bank guarantee)*

NUMBER: *(Insert guarantee reference number)*

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

CONTRACTING AUTHORITY: *(Insert the name and address of the Applicant; i.e. the name and address of the Bidder selected in a public contract procedure)*

THE BENEFICIARY: *(Insert name and address of the Contracting Authority of the public contract procedure)*

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

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

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

LANGUAGE OF ANY REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: In paper form via registered mail or any form of express mail or in electronic form via SWIFT system to the following address *(Insert SWIFT address of the Guarantor)*

PLACE OF PRESENTATION: *(The Guarantor shall insert the branch address where a paper presentation is to be made or, in case of an electronic presentation, an electronic address such as the Guarantor's SWIFT address.)*

Regardless of the aforementioned, the submission of paper documents can be carried out in any branch of the Guarantor in the territory of the Republic of Slovenia.

EXPIRY: DD. MM. YYYY *(Insert expiry date)*

THE PARTY LIABLE FOR THE PAYMENT OF ANY CHARGES: *(Insert name of the Applicant; name of the Bidder selected in a public contract procedure)*

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

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

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

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

Guarantor

(stamp and signature)

APPENDIX 9

SUBCONTRACTOR'S DETAILS

SUBCONTRACTOR'S FULL NAME	
SUBCONTRACTOR'S ADDRESS (REGISTERED OFFICE)	
WEBSITE	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
BANK ACCOUNT NO.	
IBAN (for foreign economic entities)	
BANK BIC (for foreign economic entities)	
NAME OF THE BANK	
COMPETENT FINANCIAL OFFICE	
TELEPHONE	
E-MAIL ADDRESS (to receive official mail)	
POINT OF CONTACT	
LEGAL REPRESENTATIVE/RESPONSIBLE PERSON	

(the right column is to be completed by the Subcontractor)

We agree that, in line with Article 72 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority is entitled to verify the Bid submitted in this contract award procedure by acquiring the information specified under Article 31(15) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) from the central information system – e-Dosje.

Place and date

Signature of Subcontractor's
authorised person

PLEASE NOTE:

- This form must be completed only if the Bidder intends to subcontract.
- Please photocopy the form for each subcontractor.

APPENDIX 9a

PARTICIPATION OF SUBCONTRACTORS

In relation to the public contract MORS 333/2025 – ON – PSPs: “Provision of Operational Readiness of SAF AIRBUS COUGAR Helicopters – Services”, we hereby declare that we intend to engage a subcontractor and indicate the estimated value of their participation as follows:

In the Bid _____, the subcontractor _____ (name) will be involved in an indicative amount of _____% of the total bid value. The aforementioned subcontractor will perform the following services: _____ (specify the portion of the contract to be subcontracted). Subcontractor _____ (requires/does not require) direct payments.

In the Bid _____, the subcontractor _____ (name) will be involved in an indicative amount of _____% of the total bid value. The aforementioned subcontractor will perform the following services: _____ (specify the portion of the contract to be subcontracted). Subcontractor _____ (requires/does not require) direct payments.

In the Bid _____, the subcontractor _____ (name) will be involved in an indicative amount of _____% of the total bid value. The aforementioned subcontractor will perform the following services: _____ (specify the portion of the contract to be subcontracted). Subcontractor _____ (requires/does not require) direct payments.

We hereby declare that we shall enter into subcontracts with the aforementioned subcontractors, through which we intend to perform the contract, prior to entering into the Framework Agreement with the Contracting Authority or during the performance of the Framework Agreement.

These indicative values are not binding and are subject to adjustment to actual needs.

We hereby undertake to obtain the Contracting Authority's written authorisation prior to replacing a subcontractor.

PLEASE NOTE:

- This form must be completed only if the Bidder intends to subcontract.
- Please photocopy the form for each subcontractor.

APPENDIX 10: CONTACT DETAILS

Name and surname of the person designated to receive orders: _____

E-mail address: _____

Phone numbers: _____

Postal address: _____

Name and surname of the person designated to receive orders: _____

E-mail address: _____

Phone numbers: _____

Postal address: _____

Name and surname of the person designated to receive orders: _____

E-mail address: _____

Phone numbers: _____

Postal address: _____

Place and date

Stamp

Signature of responsible person

APPENDIX 11

STATEMENT

We hereby declare that:

- We shall hold valid approvals and comply with the requirements set out in Commission Regulation (EC) No 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks (Official Journal of the European Union, L series, no. 362, dated 17 December 2014, as amended) throughout the entire duration of the Framework Agreement. In the event that a subcontractor is engaged, the Bidder undertakes to verify the subcontractor's compliance with all applicable requirements.
- All work on the equipment subject to this procedure shall be performed by qualified personnel.
- Training shall be delivered by duly certified training organisations.
- All works shall be carried out in accordance with the requirements set out in the Scope of Work (SOW).

APPENDIX 12: Model Framework Agreement

By submitting a Bid, the Bidder confirms that it is aware of and agrees with the content of the provisions of the Framework Agreement. Furthermore, the Bidder confirms its agreement with the fact that, after the Framework Agreement has been signed by both parties, it will be published on the Public Procurement Portal, in accordance with the Rules on the Publication of Contracts in the Field of Public Procurement, Concessions and Public-Private Partnership (Official Gazette of the Republic of Slovenia No. 5/15 and 53/22).

Contracting Authority:	Signatory:
REPUBLIC OF SLOVENIA Ministry of Defence Vojkova cesta 55 1000 Ljubljana Represented by _____	
VAT Identification No.: 47978457	Telephone: +386 1 471 22 11
Registration No.: 5268923000	
Bank Account No.: 01100-6370191114	E-mail: glavna.pisarna@mors.si

Contracting Partner:	Signatory:
_____ _____ _____ Represented by _____	
VAT Identification No.:	Telephone:
Registration No.:	
Bank Account No.:	E-mail:

conclude the following

FRAMEWORK AGREEMENT

General Provisions

Article 1

The Contracting Parties hereby acknowledge that, following the negotiated procedure without a prior publication notice, the Contracting Authority has carried out the public procurement procedure MORS 333/2025-ON-PSPs for the provision of operational readiness of SAF AIRBUS COUGAR helicopters – services, pursuant to Article 21 of the Public Procurement in the Defence and Security Sector Act (The Official Gazette of the Republic of Slovenia Nos. 90/12, 90/14-ZDU1I, 52/16, and 122/23, hereinafter: ZJNPOV) and in accordance with the Invitation to Tender No. _____ dated _____.

The Contracting Partner was selected based on Contract Award Decision No. _____ dated _____, which became final on _____. / The standstill period does not apply in accordance with Article 76 of the Public Procurement in the Defence and Security Sector Act.

The Invitation to Tender, bidding documentation and Scope of Work (SOW) are appended to this Framework Agreement and constitute its integral parts.

The Subject of the Framework Agreement

Article 2

The Contracting Partner shall provide maintenance services, training of aircraft maintenance personnel, and other services required to ensure the operational readiness of SAF Airbus Cougar helicopters, as specified by the Contracting Authority in the Invitation to Tender and in the bid document no. _____ dated _____. The Invitation to Tender, including its Appendix Scope of Work (hereinafter: SOW) and the bidding documentation are appended hereto to and form an integral part of this Framework Agreement (hereinafter: Agreement).

The contractual work includes:

- A. Maintenance and servicing of helicopters, components, equipment, tools, and installed engines, to be carried out in accordance with the requirements specified in the Scope of Work (SOW).
- B. Training of aircraft maintenance personnel, including:
 - Aircraft Type Rating Training for the endorsement of the helicopter type AS 332/532 in the EASA Part-66 AML (categories A, B1, and B2).
 - Specialist training for the maintenance of the helicopter and its equipment.

Training shall be conducted only by organisations holding a valid EASA Part 147 approval for that helicopter type. If the organisation does not hold the type certificate, it must obtain a specific approval from the Slovenian Military Aviation Authority (VLO).

Upon successful completion of the training, participants shall receive training certificates issued in accordance with EASA Part-66/147.

- C. Other services:

Any other services related to ensuring the operational readiness of the helicopter (such as rental of engines, components, tools, equipment, transport packaging, testing, retrieval, security, transport, freight forwarding, insurance, etc.) shall be provided as needed and in agreement with the Contracting Authority.

All works shall be performed in compliance with the Aviation Regulations (quality assurance, certificates), which apply to services (including training), goods, tools, and technical documentation. Any interventions must be recorded in the technical documentation of the helicopter, rotors, engines, and other equipment, in accordance with the Contracting Authority's instructions. Upon completion of the maintenance work, the Contractor shall issue the relevant certificate.

The Contracting Partner undertakes to arrange the provision of the subject of the Framework Agreement outside the territory of the Republic of Slovenia in agreement with the Contracting Authority on a case-by-case basis.

Value of the Framework Agreement

Article 3

As the Contracting Authority will issue individual service orders, the value of this Framework Agreement shall be set on an indicative basis for a period of 48 months, with the possibility of extension for up to an additional 36 months (for a total duration of no more than 84 months), in the amount of **EUR** _____, exclusive of value added tax (hereinafter: VAT), or **EUR** _____, inclusive of 22% VAT. VAT shall be calculated and paid in accordance with the legislation in force.

The Contracting Authority reserves the right to increase the value of the contract by up to 30% for the procurement of additional goods and/or services during the term of the contract, provided that these fall within its subject-matter, and in line with the Contracting Authority's needs and available financial resources.

The maximum value of this Framework Agreement, including the option referred to in the preceding paragraph of this Article, shall amount to EUR excluding VAT, or EUR including VAT. VAT amounts to EUR _____.

The above value is indicative and non-binding on the Contracting Authority, and shall be adjusted in line with its actual needs and financial capacity.

The Contracting Authority shall not be liable for any damages or in any way whatsoever for failing to reach the stated value.

Place of Service or Delivery

Article 4

The location for the performance of maintenance works is expected to be the maintenance contractor's workshop or shall be determined on a case-by-case basis for each specific order. The Contracting Partner shall collect the assets for repair from the Contracting Authority and deliver them back to the Contracting Authority.

The place of delivery or acceptance of the services/goods shall be the Contracting Authority's premises: Ministry of Defence of the Republic of Slovenia, Jernej Molan Barracks, Warehouse of the 153rd Aircraft Maintenance Squadron, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia, on a working day between 08:00 and 14:00. The Contracting Authority shall specify the name of the unit for which the spare parts or repairs are being commissioned on the Invitation. The Contracting Partner shall be responsible for the transport of the goods to the Contracting Authority's warehouse and shall bear all costs arising from any damage incurred during transport.

The training location is expected to be at the training provider's site or determined on a case-by-case basis for each order. The date and timeframe for each training session shall be agreed upon with the Contracting Authority on a case-by-case basis.

The Contracting Partner undertakes to arrange the provision of the subject of the Framework Agreement outside the territory of the Republic of Slovenia in agreement with the Contracting Authority on a case-by-case basis.

Notwithstanding the provisions of paragraphs 1 to 4 of this Article, the Contracting Authority and the Contracting Partner may agree otherwise on a case-by-case basis.

Performance and Delivery Deadlines

Article 5

The Contracting Partner undertakes to carry out the service within the time limits to be specified in the Bid for each order and as agreed with the Contracting Authority. AOG orders shall be executed, as a rule, within three (3) working days from the date of the order or as agreed with the Contracting Authority. WORK STOP orders shall be executed, as a rule, within seven (7) working days from the date of the order or as agreed with the Contracting Authority.

Should the Contracting Partner require an End User Certificate (EUC) or any other permit necessary for the supply or import of goods, they shall request it from the Framework Agreement Administrator. The Contracting Authority shall provide the certificate and forward it to the Contracting Partner within three working days, as a rule. The time necessary for signing the certificate shall be included in the delivery period.

Bid and Prices for Individual Contracts

Article 6

The Bid for each order shall be established on the basis of the price lists attached to this Agreement. The Bid shall specify all its elements in detail in a way that allows a comparison of the prices set out in the Bid with the prices stipulated in this Agreement. The Contracting Partner shall provide additional definitions, documents, and clarifications at the request of the Contracting Authority.

Bid validity must be specified and shall not be less than thirty (30) days.

For each order, the Contracting Authority shall confirm the price and delivery time set out in the Bid prior to the commencement of the work. In the event of additional works, any changes to prices and delivery or completion times are subject to the prior approval of the Contracting Authority.

The Contracting Authority may negotiate improved terms and conditions for a particular contract and Bid.

Pricing and quotation:

The Bid for each order shall be established on the basis of the price lists attached to this Agreement. The Bid shall specify all its elements in detail in a way that allows a comparison of the prices set out in the Bid with the prices stipulated in this Agreement. The Contracting Partner shall provide additional definitions, documents, and clarifications at the request of the Contracting Authority.

Bid validity must be specified and shall not be less than thirty (30) days.

For each order, the Contracting Authority shall confirm the price and delivery time set out in the Bid prior to the commencement of the work. In the event of additional works, any changes to prices and delivery or completion times are subject to the prior approval of the Contracting Authority.

The Contracting Authority may negotiate improved terms and conditions for a particular contract and Bid.

Pricing and quotation:

- The price for each order shall be specified in the respective Bid, with all individual costs detailed. The prices shall be inclusive of all costs, including discounts, margins, duties and other dependent costs (customs, transport, freight forwarding, insurances with the stated sum insured, Intrastat, etc.) – covering all costs that the Contracting Authority is obligated to pay to the Contracting Partner. The Contracting Authority shall not acknowledge any subsequent costs, except in exceptional cases, which must be reported promptly and require prior approval from the Contracting Authority.
- All prices shall be quoted in EUR, per unit, exclusive of VAT, rounded to at least two decimal places. Otherwise, the Contracting Authority will round the price offered to two decimal places following the basic rules of rounding. VAT in EUR shall be calculated and paid in accordance with the legislation in force in the Republic of Slovenia.
- Foreign Contractors from within the EU shall quote all prices without VAT – VAT shall be calculated and paid by the Contracting Authority after the delivery of the service or goods within the EU.
- Should the Contracting Partner fail to write the price under an item, the item in question will be deemed not to have been offered. Where the price offered is EUR zero (0.00), the item in question will be deemed to have been offered free of charge.
- The prices shall be calculated for a payment period of 30 days from the official receipt of the e-invoice, taking into account that the deadline for payment will begin on the first day following the receipt of the document. The prices offered must be valid for the duration of the validity of the Bid.
- The price shall include FCA (INCOTERMS 2020) delivery terms at the maintenance contractor's location for the material to be installed in the helicopter at the maintenance contractor's site. For goods to be collected from the Contracting Authority for repair and returned to the Contracting Authority's location once repaired, the delivery terms shall be DDP (Incoterms 2020), insured and unloaded at the Contracting Authority's location, or as otherwise agreed on a case-by-case basis for each order.
- The price shall also cover the packaging, which shall fully protect the delivered goods from mechanical, chemical and other damage during transport.
- For all overhaul and repair bids, the average cost of the overhaul or repair must be specified, including detailed information on the materials and labour hours involved, in relation to the description of the defect or the requirements outlined in the invitation.
- For each overhaul or repair, the bid must also include an indicative price for the new part or assembly.
- Additional works and any delivery or performance period extension must be agreed upon in advance and approved by the Contracting Authority. Any approval of additional works shall require the submission of a detailed technical report and a duly completed ROS (Repair Order Sheet). A list of approved Repair Order Sheets shall be attached to the invoice.
- Contracting Partner's Bid, ROS, and the invoice must be accompanied by the maintenance contractor's bid/invoice indicating the unit price of the goods and services,

the total value of the goods and services, and any other terms and conditions of sale from the maintenance contractor or supplier.

- The Bid contents may not be modified.

Should the service be performed, or the Contractor be a legal entity established outside the European Monetary Union (hereinafter: EMU), reference exchange rates shall be used for value calculations.

- The conversion of bid values into EUR, CHF, or USD shall be based on the reference rate of the European Central Bank (hereinafter: ECB) on the Bid submission date.
- For the conversion of bid values for additional work, the ECB reference rate on the date the Purchase Order is issued shall be used.

Article 7

The prices stated in individual bids shall reflect the prices agreed under this Framework Agreement for spare parts, services, and other items, and shall not exceed the agreed amounts. The Contracting Authority may negotiate better terms and conditions for a particular bid, including with maintenance service providers and suppliers, while respecting the principle of equal treatment of all Bidders.

If the Contracting Authority obtains an offer from an authorised maintenance service provider on the market at a price significantly lower than that agreed under this Agreement, it reserves the right to place the order elsewhere.

For the purpose of helicopter and equipment servicing, the Contracting Partner and the Contracting Authority may agree that the maintenance service provider shall obtain the necessary spare parts and consumables directly from the Contracting Authority, provided that such items are in stock and the Contracting Authority consents to their release.

Article 8

In cases where the equipment can no longer be repaired due to obsolescence or excessive wear, or where the cost of repair outweighs the benefit to the Contracting Authority (e.g., in the case of an economically unjustifiable repair or overhaul exceeding 70% of the cost of a new part), or where original parts are no longer available, the Contracting Parties may agree on an alternative solution acceptable to the Contracting Authority in terms of functionality and cost-efficiency. The Contracting Partner shall notify the Contracting Authority of such circumstances prior to delivery or performance, or following the defect analysis. Based on the notification received, the Contracting Authority shall decide whether to cancel the repair or to propose an alternative method for fulfilling the specific order.

Article 9

Pursuant to Council Regulation (EC) No. 150/2003 dated 21 January 2003 (hereinafter: the Regulation), the Contracting Authority shall have no obligation to pay import or customs duties for the procurement of certain weapons and military equipment imported by the authorities responsible for the military defence of Member States, or imported on behalf thereof from a third

country, i.e., a country outside the EU. This Regulation shall apply in cases where goods are imported from third countries on behalf of the Contracting Authority.

If goods subject to the aforementioned Regulation are being imported, the Contracting Partner shall provide the Framework Agreement Administrator with all necessary information on the Certificate from the Competent Authority form, enabling it to submit an application for exemption from import duties. Based on a form signed by the Contracting Authority, the Contracting Partner shall submit an application for exemption from import duties to the Financial Administration of the Republic of Slovenia.

Price Lists

Article 10

Hardcopy Price Lists

The prices for goods and services are fixed for a period of at least 12 months from the signing of the Framework Agreement. After this period has expired, but at least 14 days before any price changes, the Contracting Partner may submit a new price list with an indication of its validity to the Contracting Authority. The Contracting Authority reserves the right to negotiate new prices. The Contracting Authority and the Contractor shall negotiate the amount of the price change and, if agreed, conclude an annex to the Contract. The new price lists shall apply as of the date of signature of the annex. During the term of the Framework Agreement, prices may be adjusted no more than once a year, in accordance with the manufacturer's or service provider's business policy and with the Contracting Authority's agreement.

Online Price Lists (if available or in the future)

Prices for goods and services are specified in the online price list, to which the Contracting Authority must be granted access. For each contract, the prices on the bid submission date apply. In the event that the Contracting Authority requires confirmation of the online price for a specific date due to audits of individual contracts, and to the extent technically feasible, the Contracting Partner shall provide the Contracting Authority with access to the online price list information for past contracts during the term of the Framework Agreement and for a further period of 18 months thereafter.

The applicable price lists of the Contractor's services are appended hereto to and form an integral part of this Framework Agreement. VAT shall be calculated and paid in accordance with the applicable legislation in the Republic of Slovenia.

Modalities for Executing Individual Contracts and Special Requirements of the Contracting Authority

Article 11

For each contract, the Contracting Authority shall invite all Contracting Partners to submit their bids. The bids shall be evaluated and the most advantageous one selected as follows:

- Based on the Contracting Authority's standing orders via the INVITATION to Submit a Bid form, the Contracting Partner shall obtain and submit the most advantageous Bid, taking into account the conditions and prices set out in the Framework Agreement.
- In the Invitation, the Contracting Authority shall specify the method and the deadline for bid submission. The Contracting Partners shall submit their bids within the following deadlines: normally within seven (7) working days for standard contracts, three (3) working days for WORK STOP contracts, and 24 hours for AOG orders.

- The Bid shall include a detailed specification of what is included, such as the scope of work, required labour hours, spare parts, and consumables, along with their respective unit and total quantities and prices, as well as parts catalogue numbers. All main and dependent costs (customs, transport, freight forwarding, insurance, etc.) must be specified.
- The Contracting Authority shall evaluate the Bids based on the criteria set out in this Framework Agreement and select the most advantageous one, provided the Bids are adequate. If not, it may request amendments or, if necessary, negotiate with Bidders to improve the terms, while ensuring the principle of equal treatment for all Bidders. The Contracting Authority may also choose not to award the contract. The Contracting Partners will receive the REPORT, the ANALYSIS, and the SELECTION DECISION. The most advantageous Bidder will be awarded the service through an ORDER FORM.
- If, due to objective circumstances, the selected Contracting Partner for a particular contract is unable to maintain the same conditions for the contract's performance as outlined in its Bid during the execution phase, it must immediately inform the Contracting Authority. The Contracting Authority may then authorise the Contracting Partner to proceed with the execution of the contract under the changed circumstances. Under no circumstances may the Contracting Partner proceed with the performance of the contract without the authorisation of the Contracting Authority.
- Based on the successful Bid, the Contracting Partner shall provide the services specified in the individual Bid that led to its selection for the Contract. The receipt or delivery of goods following the performance of the services shall be announced via email with a subject line: NOTIFICATION OF DELIVERY/CONSIGNMENT FOR COLLECTION.
- The performance of the service must comply with the requirements of the Contracting Authority, applicable aircraft maintenance standards, and the manufacturer's standards, and it shall be certified by the required documents, which may be in Slovenian or English.
- The acceptance of the service shall be confirmed by a QUANTITY AND QUALITY ACCEPTANCE RECORD along with other necessary documents (delivery note, certificates, etc.).

The listed forms are attached as appendices to the Framework Agreement.

All communications shall generally take place in Slovenian or English.

Individual orders must not be executed successively unless specifically agreed upon with the Contracting Authority.

Evaluation criteria:

1. Regular Contracts

	Criterion	Max. Points
a	Total Bid value	90
b	Delivery time/implementation date*	10
T O T A L :		100

* In its Invitation, the Contracting Authority shall specify the required delivery time. Bids meeting the required delivery time shall be awarded full points for delivery time and shall be evaluated solely on the total bid value criterion. Bidders proposing a longer delivery time than that specified by the Contracting Authority shall be awarded a correspondingly lower number of points according to the formula below (the minimum delivery time is the same as the requested time).

a) TOTAL BID VALUE incl. or excl. VAT – max. points: 90**

Number of points	Criterion
0 - 90	<u>Lowest Bid value x 90</u> Proposed Bid value

** Depending on Bidders, all Bids shall be considered either inclusive or exclusive of VAT.

b) DELIVERY TIME – max. points: 10***

Number of points	Criterion
0 - 10	<u>Shortest delivery time x 10</u> Proposed delivery time

*** Should there be items with different delivery times within a single order, the average delivery time proposed shall be used for the calculation.

2. AOG and WORK STOP Orders

	Criterion	Max. Points
a	Total Bid value	60
b	Delivery time/implementation date*	40
T O T A L :		100

* In its Invitation, the Contracting Authority shall specify the required delivery time. Bids meeting the required delivery time shall be awarded full points for delivery time and shall be evaluated solely on the total bid value criterion. Bidders proposing a longer delivery time than that specified by the Contracting Authority shall be awarded a correspondingly lower number of points according to the formula below (the minimum delivery time is the same as the requested time).

a) TOTAL BID VALUE incl. or excl. VAT – max. points: 60**

Number of points	Criterion
0 - 60	<u>Lowest Bid value x 60</u> Proposed Bid value

** Depending on Bidders, all Bids shall be considered either inclusive or exclusive of VAT.

b) DELIVERY TIME – max. points: 40 ***

Number of points	Criterion
0 - 40	<u>Shortest delivery time x 40</u> Proposed delivery time

*** Should there be items with different delivery times within a single order, the average delivery time proposed shall be used for the calculation.

In the event that several Contractors are awarded the same number of points, the Bidder with the lower price for regular orders or the shorter delivery time for AOG and WORK STOP orders shall be selected.

The type of transport shall be agreed upon by the Contracting Parties prior to the execution of the contractual work, based on the urgency of the specific order. In its Invitation to Submit a Bid, the Contracting Authority shall indicate the urgency of the order/type of transport. The Contractor is obligated to insure the goods at their market value or as agreed upon with the Contracting Authority.

Quality of Service Performance and Materials Used

Article 12

The quality of goods and services shall meet the standards and requirements of the Contracting Authority as defined in the attached Statement of Work (SOW).

Article 13

The Contracting Partner undertakes to perform the work in a professional and high-quality manner, in accordance with the requirements of the Contracting Authority or the manufacturer of the subject of this Agreement, and in compliance with applicable technical requirements, regulations, relevant aviation standards, and using materials of appropriate quality. It will do the same for its subcontractors and maintenance organisations that will provide the services hereunder.

The Contracting Partner undertakes that the work will, as a rule, be carried out by the Contractors indicated in each Bid. The Contracting Partner may engage another Contractor only with the prior written consent of the Contracting Authority and provided that the Contractor meets the prescribed requirements.

The Contracting Partner undertakes to verify the validity of the approvals for the Contractor, required by Commission Regulation (EU) No. 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks (Official Journal of the European Union, L series, no. 362, dated 17 December 2014) and to ensure the Subcontractor's compliance with these provisions throughout the duration of the Framework Agreement.

Article 14

The conformity of the goods must be demonstrated by a declaration of conformity, referencing the laws, technical regulations, and standards applicable in the Republic of Slovenia, or by referencing European standards and directives, or in accordance with the SOW.

As evidence of the quality of the Goods or the performance of the Works, the Contracting Partner shall provide the Contracting Authority with the following upon delivery and acceptance of the Goods (depending on the specifics of the contract):

- Catalogue numbers of the delivered/installed Goods;
- A warranty statement or a signed and certified manufacturer's warranty card (for parts and assemblies covered by the warranty);
- EASA FORM ONE, FAA 8310-3, or other documentation as required by the Contracting Authority, such as a Certificate of Conformity (CoC) for military goods;
- For overhaul or repair work, a technical report detailing the work performed and specifying the instructions or standards followed must be provided with each overhaul or repair. This report must accompany the return of the component, assembly, or other aeronautical technical asset;
- Technical documentation for goods as required by the manufacturer; documentation is not required for consumables such as gaskets, bolts/screws, washers, nuts, pins, tubing, etc.;

- An operating and maintenance manual, if required; or
- Any other documentation as required by the specific contract and the Contracting Authority.

Contracting Authority's Obligations

Article 15

The Contracting Authority shall indicate in the individual order:

- The exact specification of the service.
- The quantity of services supplied.
- The deadline and location for the performance of the service.
- Any other information relevant to the performance of the service.

The Contracting Authority shall carefully examine each bid and, if necessary, request the Contractor to complete it. Contracts resulting from an accepted Bid are binding only if submitted in writing. All oral agreements must also be confirmed in writing. The contract must be confirmed by the Contracting Authority's authorised person.

Obligations of the Contracting Partner

Article 16

The Contracting Partner undertakes:

- That no contract shall be executed without the knowledge and approval of the Contracting Authority.
- To secure and submit the most advantageous quotation in response to each request from the Contracting Authority. Should the Contracting Partner fail to submit a Bid in response to more than three invitations, the Contracting Authority shall no longer be obliged to invite them to submit further Bids.
- To ensure that the Contract Works are carried out with care and quality, in compliance with regulations and relevant standards, and within the time limits specified in the Bid for each order.
- To be present during the execution of the contracted works, whether domestically or abroad, in agreement with the Contracting Authority.
- To notify the Contracting Authority in writing of any changes related to the performance of the works under this Framework Agreement immediately or, at the latest, two weeks before the change occurs.
- To provide reports on the implementation of the Framework Agreement upon request by the Contracting Authority. Each report shall include details of each contract carried out: the subject of the contract, the total Bid value, the number, date, and value of the invoice.

Article 17

In the event that, during the performance of the contractual services, it appears that the Contracting Partner or the Contractor providing services to the Contracting Partner is not complying with the terms of the Framework Agreement or is not performing the services as a diligent operator, the Contracting Authority shall inform the Contracting Partner accordingly. If, within 7 days from the date of notification, the Contracting Partner fails to adapt the work to the

Contracting Authority's requirements and the provisions of the Framework Agreement, the Contracting Authority may terminate the Framework Agreement immediately after the expiry of this period and claim compensation for damages.

Article 18

The Contracting Partner shall inform the Contracting Authority of any deficiencies in its order and of any other circumstances relevant to the performance of the contracted service or its timely performance, failing which the Contracting Partner shall be liable to the Contracting Authority for damages.

Delivery and Quality and Quantity Acceptance

Article 19

Helicopter Handover and Acceptance

The handover and acceptance shall be carried out in accordance with the procedures set out in the SOW.

The Contractor shall notify the Contracting Authority of the anticipated completion of the services at least one week in advance, by email to olrt@mors.si.

Acceptance of Services

The Contracting Partner shall notify the Contracting Authority of the delivery of the repaired goods at least 2 working days before delivery. For AOG orders, notification should be made as soon as the repaired goods have been dispatched. For this purpose, the Contracting Partner shall send a completed NOTIFICATION ON DELIVERY/CONSIGNMENT PREPARED FOR ACCEPTANCE form **by e-mail to 153_skladisce@mors.si**.

The date of acceptance shall be the date on which the Record of Inspection of the Asset after the completion of the work, or the Training Certificate (Quantity and Quality Acceptance Record), is signed, confirming the adequacy and completeness of the service provided. The Contractor shall guarantee the quality of the work performed. Acceptance of the services shall occur at the premises of the Contracting Authority or the service provider, or at a location agreed upon at the time of the contract.

The Parties to the Agreement agree that the date of acceptance of the Services/Goods shall be the date on which both the delivery note and the record of quantity and quality acceptance are signed, confirming that the Services/Goods comply with the provisions of the Framework Agreement. The Contracting Partner hereby transfers the Goods to the Contracting Authority, granting it both immediate possession and title to the Goods.

Acceptance of Training

The date of receipt of the training is defined as the date on which the Contracting Partner issues training certificates to the individuals who have attended the training. Training certificates cannot be issued before the completion of both theoretical and practical training.

Payment Terms

Article 20

Payment shall be made for each service or delivery provided in accordance with the bids and price lists attached to this Framework Agreement

The Contracting Partner shall issue an invoice to the Contracting Authority upon satisfactory completion of the specific work and successful quality acceptance of the service. The invoice must be accompanied by documents and forms approved by the Contracting Authority, which provide a detailed breakdown of the work performed and the materials used, including prices and the total amount.

E-invoices are used only for Slovenian legal entities. Foreign Contracting Partners should send invoices in .pdf format to the following email address: glavna.pisarna@mors.si Please include a reference to the issuing organisational unit, the Framework Agreement number, and the Order Form No.

Where applicable, the Contracting Partner shall be obliged to enclose the following when issuing an invoice:

- A Bid confirmed by the Contracting Authority (Purchase Order Form or another document containing the same details);
- In the case of additional works, an updated Contractor's Bid with a list of all ROS forms;
- Delivery Note with quantity and price, duly completed and signed by the Contracting Authority;
- The Contractor's invoice or another document proving the costs incurred for the services provided and the Goods installed (the Contracting Authority reserves the right to request invoices from all Contractors involved in a specific order for the execution of works, installation of Goods, associated costs, etc.);
- A completed and confirmed Quality and Quantity Acceptance Record;
- An account of the dependent costs for the services rendered, along with any supporting documents required by the Contracting Authority;
- Other documents and reports on the functional tests carried out in accordance with the requirements of the Contracting Authority (certificates, approvals, technical reports, entries in technical logbooks or helicopter logbooks, etc.).

The Contracting Authority undertakes to pay the invoice no later than 30 days from the first day following the official receipt of the document that serves as the basis for payment. The document should be sent to the Contracting Authority's address with a reference to the issuing organizational unit, the Framework Agreement number, the Invitation number, and the Order number.

In the case of a claim, the invoice shall be rejected. Upon the receipt of a new invoice, issued after the claim has been settled, payment shall be carried out no later than 30 days following the receipt of the new invoice. The payment deadline shall begin the day after the official receipt of the invoice that shall serve as the basis for payment at the Contracting Authority's address.

(In the case of direct payments to a Subcontractor)

By signing this Framework Agreement, the Contracting Partner authorises the Contracting Authority to make direct payments to the Subcontractor on the basis of the invoice confirmed by the Contracting Partner. The Subcontractor hereby agrees that its claims against the Contracting Partner shall be settled by payment made by the Contracting Authority to the

Subcontractor's bank account no. _____ open with _____ (bank). Any invoice submitted by the Contracting Partner shall be accompanied by the relevant invoice of the Subcontractor previously confirmed by the Contracting Partner. The Contracting Partner's prior confirmation is a prerequisite for direct payment to the Subcontractor. The written consent of the Subcontractors for direct payment constitutes an integral part of the Framework Agreement and shall be appended hereto. Each Subcontractor shall be paid under the same payment terms governing payment by the Contracting Authority to the Contracting Partner. If the Contracting Authority fails to settle the invoice in due time, the Contracting Partner (*and Subcontractor*) shall be entitled to demand statutory interest for late payment.

Hidden Defects

Article 22

The Contracting Authority shall immediately notify the Contracting Partner of any hidden defects. If the Contracting Partner does not begin to remedy the defects within three (3) days of receiving the notification, or does not rectify them within eight (8) days of receiving the notification of the defect, the Contracting Authority may remedy the defects itself or through a third party at the Contracting Partner's expense, in accordance with the principle of due diligence.

The Contracting Partner shall remedy any defect or replace any defective goods with new goods within a time limit to be specified by the Contracting Authority, failing which the Supplier shall be liable to the Contracting Authority for damages. The costs incurred in remedying the defect, including all transport and other incidental costs, as well as compensation for any damage caused, shall be borne by the Contracting Partner.

The Parties hereto agree that the provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text; as amended and supplemented) shall apply to material defects. The Contracting Partner guarantees the faultless performance of the service and the proper functioning of the delivered goods against any hidden defects during the warranty period.

Performance Bond

Article 23

As a guarantee for the proper fulfilment of its obligations under the Framework Agreement, the Contracting Partner shall, within 20 days of signing the Framework Agreement, provide the Contracting Authority with an unconditional bank guarantee or surety bond issued by an insurance company, payable on first demand and in accordance with the template provided in the Invitation to Tender, in the amount of EUR 30,000.

The Performance Bond shall be valid until the end of the Framework Agreement term or at least until 31 January 2027. In the latter case, the Contracting Partner must provide a renewed Performance Bond with an extended validity period for the current year. A valid Performance Bond is a prerequisite for the validity of the Framework Agreement.

If the delivery period, type of service, quality, or quantity changes during the execution of this Framework Agreement, the Contracting Partner shall accordingly modify or extend the validity of the performance bond or surety bond issued by an insurance company. The cost of the Performance Bond shall be borne by the Contracting Partner.

Subcontractors

Article 24

The Contracting Partner shall provide the services under the Framework Agreement through the following subcontractors:

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

The Contracting Partner shall obtain the Contracting Authority's written consent prior to replacing a Subcontractor or awarding a subcontract to a new Subcontractor. If the Contracting Authority establishes that the Services hereunder are performed by a Subcontractor that has not been authorised by the Contracting Authority, the Contracting Authority may withdraw from the Framework Agreement.

In the event of a change of Subcontractor or the conclusion of a contract with a new Subcontractor, the Contracting Partner undertakes to submit the following to the Contracting Authority within 5 (five) days of the change:

- A declaration that all undisputed obligations to the original Subcontractor have been settled;
- An authorization for direct payment to the new Subcontractor for the works or supplies carried out and accepted, along with all the information specified above, which is a mandatory element of the contract;
- The new Subcontractor's consent to direct payment.

The provisions of the Articles listed under "Quality of the Service Performance and Materials Used" shall also apply to the Subcontractor. The Contracting Partner shall inform the Contracting Authority of any change in the business relationship between the Contracting Partner and the Contractors.

The Contracting Partner shall be fully liable to the Contracting Authority for the performance of the services and fulfilment of the Framework Agreement, irrespective of the number of Subcontractors.

(To be applied only if the Contracting Partner intends to perform the Framework Agreement without Subcontractors)

The Contracting Partner shall fulfil the provisions of this Framework Agreement without engaging Subcontractors, and hereby undertakes to obtain the Contracting Authority's written consent before entering into any subcontract. If the Contracting Authority establishes that the Services hereunder are performed by a Subcontractor that has not been authorised by the Contracting Authority, the Contracting Authority may withdraw from the Framework Agreement.

Anti-Corruption Clause

Article 25

Any contract (framework agreement) in which a person promises, offers, or gives any undue advantage to a representative or agent of a public sector body or organisation on behalf or for the account of another contracting party for the purpose of obtaining business, concluding

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

Confidentiality Protection

Article 26

In accordance with regulations on the protection of classified information, the Contracting Partner undertakes to ensure the protection of any classified information that may be obtained during the execution of work at the Contracting Authority's location under the Framework Agreement. The Contracting Partner shall ensure that work is subcontracted only to those subcontractors and service providers who meet the same conditions for protecting classified information as the Contracting Partner.

Security Clearance

Article 27

The Contractor shall ensure that the contractual services provided within administrative areas with restricted access, or within areas inside the facilities and zones designated as areas of particular interest to defence, are performed exclusively by persons employed by the Contractor or its subcontractor (hereinafter "Contractor's employees") for whom entry therein has been granted. Such entry shall be granted if the competent body, following security screening conducted in compliance with Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia nos. 103/04 – official consolidated text, 95/15 and 139/20), has concluded that there are no security concerns, or if an employee presents a valid Personnel Security Clearance with the classification level CONFIDENTIAL or higher upon entry into premises and zones designated as areas of particular interest to defence, which is then followed by an identification procedure.

Failure to conform to security standards may constitute sufficient reason for the termination of the Framework Agreement.

Framework Agreement Penalty

Article 28

Delay: Should the Contracting Partner fail to perform the ordered services within the agreed timeframe for each order, and where the delay is not due to force majeure or reasons attributable to the Contracting Authority, the Contracting Partner shall be liable to pay the Contracting Authority a penalty under the Framework Agreement amounting to 5‰ (per mille) of the total value of each order for each day of delay, up to a maximum of 15% (percent) of the total value of each order.

The basis for calculating the penalty under the Framework Agreement shall be the total value of the individual order, excluding VAT and including dependent costs. Where the order can be divided into positions, the basis for calculating the penalty shall be the value of the delayed position, excluding VAT and including dependent costs. If dependent costs cannot be allocated

to specific positions, the basis for calculating the penalty shall be the value of the position, excluding dependent costs.

If the Contracting Partner unjustifiably delays the performance of the services to such an extent that it could cause harm to the Contracting Authority or render the performance ineffective, the Contracting Partner shall also be subject to a penalty for non-performance.

If the Contracting Partner cancels its Bid or modifies it in a manner unacceptable to the Contracting Authority less than five (5) days before the agreed commencement of work, the Contracting Authority may cancel the order and procure the services from the next most advantageous Bidder for that specific order. The costs incurred up to that point and any difference in the price paid to the next Bidder shall be borne by the Contracting Partner under this Framework Agreement, and a penalty for non-performance shall also be imposed.

Non-Performance: If the Contracting Partner fails to fulfil its obligations under a specific order, the Contracting Authority shall impose a penalty under the Framework Agreement amounting to 15% (fifteen percent) of the total value of the individual order, excluding VAT.

The Contracting Partner agrees that the Contracting Authority may offset any claims arising from the penalty clause of the Framework Agreement against the Contracting Partner's financial obligations under this Agreement. If offsetting is not feasible, the Contracting Authority shall issue a separate invoice for the penalty, which the Contracting Partner must pay within eight (8) days of receipt. Should the damage caused to the Contracting Authority exceed the penalty amount stipulated in the Framework Agreement, the Contracting Authority shall have the right to claim the difference up to the full amount of compensation.

Withdrawal from the Framework Agreement

Article 29

The Contracting Authority shall have the right to withdraw from the Framework Agreement and seek compensation for any direct and proven damage if the Contracting Partner:

- becomes insolvent; if a court order for the payment of debts has been issued against it; if it is subject to compulsory settlement or bankruptcy proceedings; if, as a legal entity, it adopts a resolution to dissolve the company (except in the case of voluntary liquidation due to merger or restructuring); if a bankruptcy administrator is appointed over any part of its business or assets; or if similar proceedings are initiated against it as a result of debt.
- Unjustifiably delays the performance of the contract on more than ten (10) occasions.
- Enters into a contract with a new subcontractor contrary to the provisions governing subcontractors.
- Fails to fulfil its contractual obligations as set out in this Framework Agreement.
- Fails to provide the Contracting Authority, in due time before the expiry of the validity period, all required documents demonstrating its capability to perform the services under this Framework Agreement. In such a case, the Contracting Authority shall enforce the performance bond provided for the proper execution of the Framework Agreement.

If the Contracting Partner withdraws from the Framework Agreement after its conclusion and fails to perform the obligations agreed herein for reasons attributable to it, the Contracting

Partner shall be liable to pay the Contracting Authority a contractual penalty in the amount of one percent (1%) of the total indicative value of the Framework Agreement, excluding VAT.

Framework Agreement – Authorised Representatives

Article 30

The authorised representatives and the Agreement Administrator under this Framework Agreement are listed in Annex 1 hereto.

Force Majeure

Article 31

Force Majeure means the occurrence of any event that the non-performing Party could not foresee, avoid or avert when entering into the Framework Agreement, despite acting in accordance with due diligence, on the condition that the said event arises from the external sphere of its operation and the non-performing Party was not required to take such an event into consideration.

The non-performing Party hereto asserting Force Majeure as an excuse for failure to perform shall immediately inform the other Party in writing of the commencement and the termination of the force Majeure Event. Within two (2) days of the beginning or the end of the said event, the non-performing Party shall present to the other Party credible evidence to the existence and duration of such an event.

Following the end of the Force Majeure event, both Parties to the Framework Agreement shall prepare records of any changes to the obligations under the Framework Agreement and, based on these records, shall conclude an appropriate amendment hereto. If the Parties cannot agree thereon, the Party in which the circumstances of Force Majeure did not occur has the right to withdraw from the Framework Agreement by sending a written notification thereof to the other Party. Thereafter, each Party shall settle any obligations incurred up to the day of termination of the Contract.

Final Provisions

Article 32

The Framework Agreement shall be valid for a period of up to 48 months from the date of signature by both Contracting Parties, with the possibility of extension for an additional period of up to 36 months (for a total duration of no more than 84 months).

The Contracting Authority shall be obliged to make payments to the Contractor until 31 December 2026, and to continue with further payments until the expiry of this Framework Agreement, subject to the fulfilment of formal conditions in accordance with the applicable Implementation of the Budget of the Republic of Slovenia Act or the adopted budget for the subsequent years. If the conditions for further payments are not met, the Contracting Authority shall immediately notify the Contracting Partner thereof and inform them of the termination date of the Framework Agreement. The obligations and rights arising up to the date of termination of the Framework Agreement shall be mutually settled between the Parties.

Article 33

Should there be any changes to the Contractor's circumstances during the performance of the Framework Agreement, its obligations hereunder shall be transferred to its legal successors.

Article 34

Either Party to the Framework Agreement may propose modifications or amendments. Such changes shall be valid only if made in writing and executed as an annex to this Framework Agreement.

Any changes to the Contract Administrators or authorised representatives under this Framework Agreement may be made by means of a written notice from one Party to the other.

Article 35

The Parties to the Framework Agreement agree that any provisions not explicitly regulated by this Framework Agreement shall be governed by the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07, as amended and supplemented).

Article 36

The Parties shall endeavour to resolve any disputes arising from the execution of this Framework Agreement amicably. Should an amicable settlement not be possible, the dispute shall be subject to the jurisdiction of the competent court in Ljubljana, Slovenia, and shall be resolved in accordance with Slovenian law.

Article 37

The Parties agree that the Framework Agreement shall be deemed concluded and shall take effect on the date of signature by both Parties, provided that the Contracting Partner submits a valid Performance Bond (either an unconditional bank guarantee or a surety insurance of an insurance company) to the Contracting Authority within twenty (20) days of the date of signature.

Article 38

The Framework Agreement is signed electronically.

Number: _____

Date: _____

Appendices, forming an integral part of this Framework Agreement:

- Invitation to Tender and Bidding Documentation
- Annex 1: Framework Agreement- Authorised Representatives and Administrator
- Scope of Work
- Price Lists
- Order Execution Form Templates



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
SLOVENIAN ARMED FORCES
SAF General Staff/15th AAD Bde

ANALYTICS
00000000

No.: _____, dated: _____

INVITATION

To submit a Bid based on the Contract for _____

1. GOODS/SERVICES:

No.	ITEM	P/N	S/N	Quantity

Dimensions and weight of the package (service): _____

Notes: _____

2. MANUFACTURER: _____

Aircraft Maintenance Engineer: _____

Head of Engineering Department: _____

Aircraft Maintenance SQUADRON
Commander _____

To submit a bid in the field of _____,

Under Contract No.: _____.

The price of repairs/overhauls must be stated in the Bid in the manner defined in the Contract. The value of new or overhauled spare parts for the services listed in item 1 must be provided. It is acceptable that the offered goods may also originate from the 'Exchange' Programme.

3. 1. REGULAR DELIVERY

2. WORK STOP

3. AOG

4. ROUTINE/INVESTMENT MAINTENANCE

5. MODE OF TRANSPORT: 1. REGULAR (cheapest possible transport) 2. AOG (fastest possible transport)

6. PARTIAL DELIVERIES: YES NO

7. DELIVERY/PERFORMANCE DEADLINE (desired or requested): _____

8. OTHER REQUIREMENTS _____

9. The Bid must be submitted no later than

to:

15th AAD Bde, AAD Bde
CERKLJE OB KRKI BARRACS
Cerklje ob Krki 4A
8263 Cerklje ob Krki, Slovenia

Sent to:

15th AAD Bde
(contact person; phone) _____



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
SAF General Staff
15th AAD Bde
Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia
Tax No.: 47978457
Bank Account No.: 01100-6370191114

ADDRESSEE

Date:

ORDER FORM:

SUBJECT OF THE CONTRACT:

Subject	Quantity	Unit of Measure	Price/Unit Discount (%)	VAT (%)	Net Price (excluding VAT)	Value (including VAT)
---------	----------	-----------------	-------------------------	---------	---------------------------	-----------------------

Bid: _____ The Order Form is issued in accordance with Contract No.: _____
Place of service/delivery: _____
Service/delivery deadline: _____

Notes: Please attach a copy of the Order Form to your invoice.

Funding is allocated from:

Invoices must be submitted to the Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia, including the document number and the reference to the issuing organisational unit. Invoices that do not include this information will be returned for correction. **MANDATORY:** Please also include our reference number. The invoice must be accompanied by the original delivery note or service receipt, signed on both sides, or by the following required documents: _____.

REFERENCE NUMBER: _____

Pursuant to Articles 19 and 27 of the Act on Amendments and Supplements to the Act on the Provision of Payment Services for Budget Users (Official Gazette of the Republic of Slovenia No. 111/13 - ZOPSPU-A), the Contractor shall issue and submit invoices exclusively in electronic form from 1 January 2015 onwards.

The Contracting Authority shall pay the invoice within thirty (30) days. The payment period shall commence the day after the official receipt of the duly issued invoice at the Contracting Authority's address.

(Proposer)

(Responsible person)



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

RECIPIENT: Ministry of Defence of the Republic of Slovenia – 15th AAD Bde

CONTRACTOR/SUPPLIER: _____

NAME AND SURNAME¹: _____

DATE: _____

NOTIFICATION ON DELIVERY/CONSIGNMENT PREPARED FOR ACCEPTANCE

CONTRACT/ORDER FORM NUMBER: _____

CONTRACT/ORDER FORM DATE: _____

DELIVERY/CONSIGNMENT NUMBER²: _____

ACCEPTANCE DOCUMENTATION READY? YES NO

PLACE OF ACCEPTANCE: _____

No. ³	Ident ⁴	Product/documentation ⁵	Quantity	Unit of Measure ⁶

PLEASE NOTE:

1 Name of the person who will represent the Contractor/Supplier during the acceptance

2 Delivery/consignment number if the delivery has been divided into multiple deliveries/consignments

3 Product number in the case that various goods are delivered

4 Product identification number (P/N, S/N, etc.)

5 Name, standard, or documentation on which the subject of the contract is based

6 Product unit of measure

Signature: _____



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE
SLOVENIAN ARMED FORCES
SAF General Staff/15th AAD Bde
_____ (UNIT)

No. _____, on _____

QUANTITY AND QUALITY ACCEPTANCE RECORD

The Commission of the 15th AAD Bde
(unit) _____

1. Chairman: Warehouse Manager	_____	Signature	_____
2. Member: Aircraft Maintenance Engineer	_____	Signature	_____
3. Member: 15th AAD Bde	_____	Signature	_____
4. Member: Warehouse Clerk	_____	Signature	_____

DECISION

Based on the Invitation and the Analysis Report No. _____ dated _____, and in accordance with the Contractor's Bid No. _____ submitted by _____, the Committee has carried out the acceptance procedure based on the following invoices/specifications:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Spare parts were delivered with:

1. the original certificate
2. a copy of the certificate
3. other: _____

The following was noted upon acceptance:

Repair Order Sheet

COMPANY:				Reference: Revision: Date: Reg. No.: Page:			
Repair Order Sheet							
Customer	Slovenian Air Force				Order:		
A/C S/N							
Classification	Affect CRS	Y	N	X	Chafing:	Crack:	Corrosion: Other: X
Affect TAT:	Yes	No					
Affected Part:						Zone / ATA No:	
Defect description:							
Repair Manual Ref.:							
Remarks:							
Materials:	Pos	No	P/N	Item	Unit Price	Total Price	
Repair Shop							
Cost element	Maintenance H x EUR		Engineer H x EUR		Pilot H x EUR		Total:
Amount EUR							
Recommen. By:	Company		Date:		Sign.: Stamp:		
Perform ROS	Yes:	No:	Date:		Signature: Customer		
Remarks:							
Executed	Yes	No	Date		Signature		