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INVITATION TO TENDER

for the

**Award of a Public Contract in the Field of Defence and Security by Means of the Negotiated
Procedure with Prior Publication for the Selection of Suppliers for the**

SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF BELL 412 AND 206 HELICOPTERS

MORS 32/2025– ON – PSPs

CONTRACTING AUTHORITY:

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

I. INVITATION

1. INVITATION TO SUBMIT A TENDER

You are hereby invited to submit a tender under the negotiated procedure with prior publication, for the conclusion of a framework agreement for the for the SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF BELL 412 AND 206 HELICOPTERS.

This public contract shall be awarded 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-MATTER OF THE PUBLIC CONTRACT

Reference number: 32/2025 – ON – PSPs.

Subject-matter of the public contract: SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF BELL 412 AND 206 HELICOPTERS

During the term of the framework agreement, the Supplier shall deliver to the Contracting Authority, on a successive basis and according to its needs, spare parts, equipment, tools, technical documentation and other necessary materials to ensure the operational availability of Bell 412 and 206 helicopters.

The goods supplied shall meet the Contracting Authority's requirements, and applicable aviation and technical standards. The quality of the goods subject to the contract shall conform to the manufacturer's standards, which shall be confirmed by submitting the required documents written in Slovenian or English.

Details of requirements relating to quality, technical aspect and logistics are set forth in Scope of Work (hereinafter: SOW), which is attached to the tender documentation.

For details of the Contract implementation, see Model Contract.

The tenderer shall submit a tender covering the entire public contract.

3. TENDER SUBMISSION DEADLINE AND METHOD

Tenders must be submitted through the 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 e-JN), which form an integral part of this procurement documentation and are also available at <https://ejn.gov.si/>.

Prior to submitting a tender, the tenderer must register on the website <https://ejn.gov.si/>, in accordance with the Instructions for the Use of e-JN. If already registered, the tenderer shall log in at the same address.

The tenderer's authorised representative for tender submission in the e-JN system shall submit the tender by clicking the "Oddaj" ("Submit") button. Upon submission, the e-JN system records the identity of the representative and the exact time of submission. By submitting a tender, the user expresses and declares its intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations¹). Once submitted, the tender shall be binding for the period specified therein, unless withdrawn or modified prior to the submission deadline.

A tender shall be deemed timely if received by the Contracting Authority through the e-JN system (<https://ejn.gov.si/>) no later than the submission deadline specified in the contract notice published on the Public Procurement Portal. A tender shall be deemed submitted once the e-JN system marks it with the status "SUBMITTED".

The tenderer may withdraw or modify its tender until the submission deadline. If a tender is withdrawn in the e-JN system, it shall be deemed not to have been submitted and shall not be visible to the Contracting Authority. If a tender is modified in the e-JN system, only the most recently submitted version shall be accessible to the Contracting Authority.

If the tenderer withdraws its tender after the expiry of the submission deadline, the Contracting Authority shall be entitled to call upon the tenderer's tender guarantee.

After the expiry of the submission deadline, tenders may no longer be submitted.

The link for submitting a tender in this public procurement procedure is available at: <https://ejn.gov.si/>.

4. TIME AND PLACE OF OPENING OF TENDERS

The opening of tenders shall take place automatically in the e-JN Information System (<https://ejn.gov.si/>) on the date specified in the contract notice published on the Public Procurement Portal.

At the time scheduled for the public opening of tenders, the e-JN Information System will automatically display the tenderer's details and provide access to the PDF document uploaded under the section "Skupna ponudbena cena" (Total Tender Price), subsection "Predračun" (Price Schedule).

5. TENDER VALIDITY

The tender, including all documentation relating thereto, shall remain valid for 150 days from the tender submission deadline. The tenderer confirms acceptance thereof by submitting the tender.

If, due to objective circumstances, the framework agreement is not signed within the tender validity period, the Contracting Authority may request an extension of the tender validity period, which shall not exceed sixty (60) days. Any such requests and the tenderer's responses concerning the extension of the tender validity period shall be made in writing.

6. DURATION AND PLACE OF DELIVERY

Estimated duration of the framework agreement: 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). Deliveries shall be carried out on a

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))

successive basis, in accordance with the actual needs of the Contracting Authority.

Place of delivery of spare parts: expected to be at the Contracting Authority's premises: Ministry of Defence of the Republic of Slovenia, Jernej Molan Barracks, Warehouse of the 153rd Aircraft Maintenance Squadron (LETEHESK), Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia. The Contracting Authority and the Contracting Partner may agree otherwise on a case-by-case basis.

7. INDICATIVE CONTRACT VALUE

Since the Contracting Authority will place individual orders for the performance of the subject matter of the contract, the total contract 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 8.524.590,14 excluding VAT or EUR 10.400.000,00 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 **EUR 11.081.967,18. excluding VAT or EUR 13.520.000,00 including VAT**. VAT amounts to EUR 2.438.032,79 .

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 accepts no liability for the non-achievement of the estimated value of the framework agreement.

8. TERMS OF PAYMENT

The Contracting Authority undertakes to pay the e-invoice within a maximum of **thirty (30) days**, with the payment period commencing on the day following the official receipt of the document (e-invoice) at the Contracting Authority's address: Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, Slovenia. The e-invoice shall include a reference to the organisational unit issuing 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 tenderers 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. CONCLUSION OF THE FRAMEWORK AGREEMENT

Pursuant to Article 77(5) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority shall enter into a framework agreement with the successful tenderers after the contract award decision has become final.

11. RIGHT OF THE CONTRACTING AUTHORITY TO SUSPEND OR TERMINATE 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 or terminate the public procurement procedure at any time, without any liability towards tenderers who are or might be participating in the procedure.

12. ANTI-CORRUPTION CLAUSE

Any contract in which a person promises, offers or gives any undue advantage to the 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, omitting due supervision over the implementation of contractual obligations, or any other act or omission which causes a public sector body or organisation damage or by which the representative or the agent of the public sector body or organisation or 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. TENDER PREPARATION INSTRUCTIONS

1. APPLICABLE REGULATIONS

The procedure shall be carried out on the basis of the applicable law and implementing regulations governing public procurement in the defence and security sector, in accordance with the legislation governing public finances, as well as the legislation applicable to the subject-matter of the public contract.

2. TENDER LANGUAGE, FORM AND CONTENT REQUIREMENTS

The tender shall be prepared in Slovenian or English. Tender values (prices) must be quoted in euro (EUR). The tenderer shall provide the required technical data in Slovenian or English. Where such data is in another foreign language, the tenderer shall provide a translation into English or Slovenian.

3. CLARIFICATIONS AND DEADLINE FOR CLARIFICATIONS

Any interested tenderer requiring clarification of the provisions or requirements set out in the tender documentation may submit a written request to the Contracting Authority via the website <http://www.enarocanje.si>, within the published deadline.

The Contracting Authority will publish its response on the same website no later than six (6) days before the deadline for submission of tenders, provided that the request was submitted in due time.

4. SCOPE OF TENDER AND VARIANT TENDERS

Tenders must cover the entire subject of the public contract. Variant tenders will not be accepted. Each tenderer may submit only one tender. If a tenderer submits more than one tender, all such tenders shall be disqualified.

5. TENDER PRICE

The tenderer shall duly complete Annex 2: Price Schedule and attach the relevant price lists as required in Section III.

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

6. ARITHMETICAL ERRORS

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

7. TENDER EVALUATION AND PROCEDURES FOR VERIFYING TENDERERS' ELIGIBILITY

General and specific eligibility criteria, together with the evidence required to demonstrate compliance, are set out in Section III: Instructions on the Method of Proving the Tenderer's Eligibility to Perform the Public Contract.

Tenderers meeting the eligibility criteria and with whom a framework agreement is concluded shall, in the second phase, be evaluated for each call-off order on the basis of the award criteria set out in Section

IV – Negotiation and Tender Evaluation, and in accordance with the provisions of the framework agreement.

8. SUBCONTRACTORS

A subcontractor means any economic operator, whether a legal entity or a natural person, who enters into a subcontract with the tenderer with whom the Contracting Authority concludes a contract under the Public Procurement in the Defence and Security Sector Act (ZJNPOV), in order to supply goods or provide services directly related to the performance of the contract.

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

- economic operators or natural persons with whom the tenderer has concluded a long-term cooperation agreement;
- authorised maintenance organisations that will actually perform work on the aircraft equipment defined in the Scope of Work (SOW).

Where the tenderer involves subcontractors in its tender, the subcontractors must also comply with the requirements of the tender documentation. The tenderer shall remain fully responsible to the Contracting Authority for the execution of the contract, irrespective of the number of subcontractors engaged.

Where the tenderer performs the contract with subcontractors, the provisions of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) shall apply.

9. JOINT TENDER

The legal act governing the joint tender must clearly define each tenderer's specific duties and responsibilities regarding the performance of the contract. Irrespective of the foregoing, the tenderers shall be jointly and severally liable to the Contracting Authority for the performance of the entire contract. The legal act shall specify: the names of the partners participating in the joint tender, the lead partner, the scope of work to be carried out by each partner, the method of payment (via the lead partner or to each partner separately), and any other rights and obligations agreed between the partners in the joint tender. The joint tender agreement must be duly dated, stamped and signed by all partners in the joint tender.

Where a group of tenderers submits a joint tender, each tenderer must individually meet the conditions set out in Section III under: tenderer's details, basic eligibility, and the umbrella statement. Accordingly, each tenderer must submit the required documents individually.

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

The conditions set out in Section III under: tender and legal act on joint tendering, model framework agreement, technical requirements and staff capacity may be fulfilled cumulatively; therefore, the tenderers participating in the joint tender shall submit the relevant documents jointly. These documents must, however, be signed by all tenderers participating in the joint tender.

10. TENDERING COSTS

All costs related to the preparation and submission of the tender shall be borne by the tenderer.

11. ACCESS TO TENDERS AND TRADE SECRETS

The Contracting Authority shall allow access to the successful tender upon request. Such access shall be granted in accordance 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 successful tenderer thereof or invite it to participate in the access procedure.

Pursuant to the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19), it is the tenderer's responsibility to indicate which parts of the tender constitute a trade secret or represent a competitive advantage, by adopting a written decision to this effect. This written decision must demonstrate that it was adopted prior to the tender submission deadline. Where the tenderer is invited to supplement its tender, the written decision relating to such information must likewise be adopted prior to the deadline set for submission of the supplements.

Irrespective of the above, the following information shall be deemed public: the value of individual items and the total value of the tender. Where the award criterion applied is the most economically advantageous tender, the information deemed public shall also include any information that influences the ranking of the tender under other criteria, provided that such information has not been designated as confidential.

III. INSTRUCTIONS ON THE METHOD OF PROVING THE TENDERER'S ELIGIBILITY TO PERFORM THE PUBLIC CONTRACT

The tenderer must meet all the conditions set out in this Section. To demonstrate compliance with these conditions, the tenderer shall submit the supporting documents specified for each requirement. Unless otherwise specified in the instructions for individual documents, copies of the required documents shall suffice. The forms and statements to be submitted by the tenderer constitute part of the tender documentation. The submitted documents must reflect the tenderer's current 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 also reserves the right, prior to adopting the contract award decision or, at the latest, prior to concluding the framework agreement, to verify the existence and content of the data included in the most advantageous tender. Such verification may also be carried out on behalf of the Contracting Authority by the Military Aviation Authority.

Where the Contracting Authority establishes that information contained in the tender does not exist or is untrue, the tenderer shall be excluded from the procurement procedure and the Contracting Authority shall not award the public contract or conclude the framework agreement with that tenderer.

Prior to signing the framework agreement, the Contracting Authority will verify whether any grounds for exclusion under Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK) apply, which would prevent the Contracting Authority from engaging in business with the selected tenderer.

By submitting a tender, the tenderer shall be deemed to have signed all documentation submitted through the e-JN system, except for those documents for which a physical signature is explicitly required.

1. TENDERER'S DETAILS

1.1 The tenderer shall provide its details.

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

- **Annex 1 – Tenderer's Details.**

2. EXCLUSION GROUNDS

2.1 The tenderer and its legal representatives, where the tenderer is a legal person, must not have been the subject of a final conviction by res judicata for any of the criminal offences listed in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV).

SLOVENIAN TENDERERS

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

- An extract from the relevant register, such as a criminal record extract, not older than four (4) months from the tender submission deadline, or obtained no later than ninety (90) days after the tender submission deadline. Where no such register exists, an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, in another

Member State, in the tenderer's home country or in the country of its registered office shall be provided, confirming that none of the grounds for exclusion apply.

or

- **Completed, signed and stamped Annex 4:** Statement given under criminal and material liability, as a sworn declaration, confirming that the tenderer and its legal representatives, where the tenderer is a legal person, have not been the subject of a final conviction for any of the offences listed in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Completed and signed Annex 4A:** Personal Information – for each legal representative listed in Annex 4.
- **Completed, signed and stamped Annex 4B:** Legal Entity Information.

If the tenderer intends to perform the public contract with subcontractors, the condition set out in this point must likewise be fulfilled by each subcontractor.

FOREIGN TENDERERS

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

- An extract from the relevant register, such as a criminal record extract, not older than four (4) months from the tender submission deadline, or obtained no later than ninety (90) days after the tender submission deadline. Where no such register exists, an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, in another Member State, in the tenderer's home country or in the country of its registered office shall be provided, confirming that none of the grounds for exclusion apply. The certificate shall be translated into Slovenian or English by a sworn court interpreter.

or

- **Completed, signed and stamped Annex 4** – Declaration under criminal and material liability, made as a sworn declaration, confirming that the tenderer and its legal representatives, **where the tenderer is a legal person**, have not been the subject of a final conviction (res judicata) for any of the offences listed in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Completed and signed Annex 4A** – Declaration of No Criminal Record (for each legal representative listed in Annex 4, including all required information).
- **Completed, signed and stamped Annex 4B** – Declaration of No Criminal Record for a legal person.

The tenderer shall submit the Declarations of No Criminal Record (Annexes 4A and 4B), made before a competent judicial or administrative authority, a notary, or an authorised professional or trade body in the country where the tenderer has its registered office. Such declarations must not be older than thirty (30) days as of the tender submission deadline.

If the tenderer intends to perform the public contract with subcontractors, the condition set out in this point must likewise be fulfilled by each subcontractor.

- 2.2 On the tender submission deadline, the tenderer shall not be entered in the register of economic operators subject to exclusion pursuant to Article 73 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), in conjunction with Article 110 of the Public Procurement Act. Furthermore, within the three years preceding the tender submission deadline, no competent authority of the Republic of Slovenia, another EU Member State, or a third country shall have established at least two infringements relating to 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 tenderer has been fined by one or more final decisions.

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

- An extract from the register of final decisions on offences maintained by the competent authority in the Republic of Slovenia, another Member State, or a third country;

or

- **Annex 5:** Declaration under Criminal and Material Liability.

If the tenderer intends to perform the public contract with subcontractors, the condition set out in this point must likewise be fulfilled by each subcontractor.

Foreign tenderers/subcontractors shall submit evidence issued by the competent authorities of the country in which they are established, demonstrating compliance with the above requirements. If such evidence cannot be obtained, the tenderer/subcontractor shall submit its own declaration, made under criminal and material liability, confirming compliance with the above requirements and declaring that such evidence is not issued in the country of establishment.

- 2.3** In order to ensure that the procurement procedure is transparent and free from risk of corruption, the tenderer shall, in accordance with Article 14(6) of the Integrity and Prevention of Corruption Act (hereinafter: ZIntPK), undertake to provide the 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, which, in accordance with the Companies Act, are considered affiliated companies, on the provided form.

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

- **Completed and signed Annex 6:** Declaration on the Participation of Natural and Legal Persons in the Ownership of the Tenderer.

Where the tenderer intends 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 tenderer shall submit a declaration and information stating that the natural person (legal representative) or business entity is not related to an official and, to the best of their knowledge, they are not related to a family member of an official in the manner set out in Article 35(1) 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).

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

- **Completed and signed Annex 7:** Declaration Concerning Restrictions of Business Activities.

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

3. ECONOMIC AND FINANCIAL STANDING

3.1 Performance Bond

The selected tenderer shall provide the Contracting Authority, no later than twenty (20) days from the conclusion of the framework agreement, with a **bank guarantee or surety bond issued by an insurance company as security for the proper performance of the obligations** under the framework agreement, in accordance with the template set out in the Invitation to Tender (**Annex 8**), in the amount of **EUR 30,000.00**, valid until the expiry of the framework agreement or at least until 31 January 2027. In such a case, the Contracting Partner shall, prior to the expiry of the existing financial guarantee, provide a new bank guarantee or surety insurance with extended validity until 31 January of the following year.

A valid performance bond is a prerequisite for the validity of the framework agreement.

3.2 Subcontractors

If the tenderer intends to perform the Contract with the involvement of a subcontractor, the tender must include – **uploaded under the “Other Annexes” section**:

- Completed and signed **Annex 9: Subcontractor’s Details** and
- Completed **Annex 10: Participation of Subcontractors**.

Pursuant to the Public Procurement in the Defence and Security Sector Act (ZJNPOV), if the selected tenderer 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 framework agreement is signed or during the term of the framework agreement.

Please note that the obligatory components of any public Contract include the following information: the subcontractor’s details (name, full address, registration number, VAT identification number and bank account), duties, values and scope of the Contract’s performance to be performed by the subcontractor in question.

Should the selected tenderer 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 tenderer has submitted all of the required evidence on meeting the conditions set out in this section.

3.3 The tenderer shall confirm the Umbrella Statement.

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

- **Annex 3 – Umbrella Statement.**

3.4 The tenderer shall complete the form Proforma Invoice, indicating the tender prices in accordance with Section II.

EVIDENCE:

- The completed and signed **Annex 2 “Price Schedule”** shall be uploaded under the **“Price Schedule”** section, and the estimated contract value shall be entered in the **“Total Tender Price”** section.
- Any **required annexes** indicated in Annex 2 “Price Schedule” shall be uploaded under the **“Other Annexes”** section.

3.5 The tenderer shall confirm the Model framework agreement.

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

- **Annex 13** – Model framework agreement.

The tenderer may propose modifications and amendments to the framework agreement. If the tenderer 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 REQUIREMENTS

The supplied goods shall comply with the requirements of the Contracting Authority as set out in the tender documentation and in the Scope of Work (SOW).

EVIDENCE:

- Completed and signed **Annex 11 – Declaration**.

5. OTHER CONDITIONS AND EVIDENCE

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

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

- **Annex 12** – Declaration.

IV. NEGOTIATIONS AND TENDER 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 tenders received following their public opening. In this phase, tenderers who have submitted all the required information for evaluation shall be invited to supplement any formally incomplete tenders, provide necessary clarifications, correct any arithmetical errors, and eliminate any identified non-conformities.
2. The Contracting Authority shall coordinate with the tenderers 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 tenderers will submit their final tenders.
4. Following the public opening of the tender and its analysis, the Contracting Authority shall select the tenderers insofar as their tenders meet its requirements for the conclusion of the framework agreement.

Tenderers 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 tenders for each individual contract and will select the most advantageous contractor based on the criteria outlined below:

1. Regular Orders

	Criterion	Max. Points
a	Total Quotation Value	90
b	Delivery Period / Implementation Date*	10
T O T A L :		100

* The Contracting Authority shall specify the required delivery period in its request for quotation (RFQ). Quotations submitted within the required delivery period shall be awarded the maximum points for delivery period and shall be evaluated solely on the basis of the total quotation value criterion. Tenderers offering a longer delivery period than that specified by the Contracting Authority shall be awarded proportionally fewer points in accordance with the formula below (the minimum delivery period shall be equal to the required period).

a) TOTAL QUOTATION VALUE, incl. or excl. of VAT – Max. Points: 90**

Points Awarded	Criterion
0–90	$\frac{\text{Lowest Quotation Value} \times 90}{\text{Offered Quotation Value}}$

b) DELIVERY PERIOD – Max. Points: 10***

Points Awarded	Criterion
0–10	$\frac{\text{Shortest Delivery Period} \times 10}{\text{Offered Delivery Period}}$

** Depending on the tenderers, all quotations shall be considered either inclusive or exclusive of VAT.

*** Where a single order contains items with different delivery periods, the average delivery period offered shall be used for the calculation.

2. AOG² and WORK STOP³ Orders

	Criterion	Max. Points
a	Total Quotation Value	60
b	Delivery Period / Implementation Date*	40
T O T A L :		100

* The Contracting Authority shall specify the required delivery period in its request for quotation (RFQ). Quotations submitted within the required delivery period shall be awarded the maximum points for delivery period and shall be evaluated solely on the basis of the total quotation value criterion. Tenderers offering a longer delivery period than that specified by the Contracting Authority shall be awarded proportionally fewer points in accordance with the formula below (the minimum delivery period shall be equal to the required period).

a) TOTAL QUOTATION VALUE, incl. or excl. of VAT – Max. Points: 60**

Points Awarded	Criterion
0–60	$\frac{\text{Lowest Quotation Value} \times 60}{\text{Proposed Quotation Value}}$

b) DELIVERY PERIOD – Max. Points: 40***

Points Awarded	Criterion
0–40	$\frac{\text{Shortest Delivery Period} \times 40}{\text{Offered Delivery Period}}$

** Depending on the tenderers, all quotations shall be considered either inclusive or exclusive of VAT.

*** Where a single order contains items with different delivery periods, the average delivery period offered shall be used for the calculation.

For each order, the Contracting Authority shall select the tenderer achieving the highest total score for that order.

In the event that several tenderers are awarded the same number of points, the Contracting Authority shall select: the tenderer offering the lower price in the case of regular orders, or the tenderer offering the shorter delivery period in the case of AOG and WORK STOP orders.

By signing the framework agreement, each Contracting Partner undertakes to submit a quotation in response to every RFQ issued by the Contracting Authority. If a Contracting Partner fails to submit a quotation in response to more than three RFQs, the Contracting Authority shall no longer be obliged to invite that Contracting Partner to submit further quotations.

² Urgent orders required to address defects that render the aircraft unairworthy.

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

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

The Contracting Partner shall, in accordance with the manufacturer's maintenance standards for ensuring the operational availability of Bell helicopters and in line with the Contracting Authority's needs, supply spare parts, equipment, tools, technical documentation, and other materials necessary to ensure the operational availability of:

- Bell 412 helicopters, manufacturer Bell Helicopter – eight (8) units;
- Bell 206 helicopters, manufacturer Bell Helicopter – four (4) units.

In the event that, during the validity of this framework agreement, the Contracting Authority acquires additional helicopters of the same type as those listed above, such helicopters shall also be included in the scope of this framework agreement.

All deliveries shall be made on the basis of individual quotations, and prices shall not deviate from the prices of comparable goods agreed in this procedure.

The supplied goods shall comply with the Contracting Authority's requirements and the applicable aviation and technical standards. The quality of the goods shall conform to the manufacturer's standards and shall be demonstrated by the required documents, which may be in English.

For each individual order, depending on its subject-matter, the Contracting Authority may additionally require the Contracting Partner/Supplier to provide:

- user and maintenance manuals for the goods, where required by the manufacturer;
- an EASA Form 1 or FAA Form 8130-3 certificate, or another document as required by the Contracting Authority (e.g., a Certificate of Conformity for military goods) for the delivered spare parts and other goods;
- any other documents relevant to the specific subject-matter of the order.

In the case of deliveries abroad, the manner and cost of such deliveries shall be agreed in advance between the Contracting Authority and the Supplier.

If the Contracting Authority obtains identical goods (original spare parts) on the market at a price significantly lower than the contractual price, it shall be entitled to procure such goods elsewhere.

The details of performance are set out in the Scope of Work (SOW) and in the Model framework agreement.

ANNEX 1

TENDERER'S DETAILS

TENDER NO.: _____

Date: _____

Tenderer's Details:

TENDERER'S FULL NAME	
LEGAL REPRESENTATIVE	
ADDRESS	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (to receive official mail)	
TENDERER'S CONTACT PERSON – FRAMEWORK AGREEMENT ADMINISTRATOR – BUSINESS MOBILE PHONE NUMBER	
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 tenderer)

ANNEX 2: PRICE SCHEDULE

SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF THE BELL 412 AND 206 HELICOPTERS

Tender No.: _____, date _____.

DESCRIPTION OF WORKS	QUANTITY	INDICATIVE VALUE
SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF THE BELL 412 AND 206 HELICOPTERS	Depending on each order.	Based on each quotation or the total estimated value of EUR 8.524.590,14 excluding VAT or EUR 10.400.000,00 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 11.081.967,18 excluding VAT or EUR 13.520.000,00 including VAT.

PLACE OF DELIVERY: Ministry of Defence of the Republic of Slovenia, Jernej Molan Barracks, Warehouse of the 153rd LETEHESK Cerklje ob Krki, Slovenia or as agreed for a specific quotation.

PAYMENT PERIOD: The payment period shall be no longer than thirty (30) days and shall commence on the day following the official receipt of the invoice at the Contracting Authority's address.

IMPLEMENTATION DATE: To be determined on a case-by-case basis for each contract.

DELIVERY TERMS: DDP (Incoterms 2020), insured and unloaded at the Contracting Authority's premises, unless otherwise agreed for the specific order.

WARRANTY: The supplied spare parts shall generally be covered by a warranty of at least twenty-four (24) months, or in accordance with the Supplier's warranty policy. The warranty period shall be defined for each individual order/quotation.

In addition to Annex 2: Price Schedule, the tenderer shall attach the following evidence of compliance with the requirements (also for subcontractors) and **upload it under the "Other Annexes" section**:

- A valid manufacturer's original price list for spare parts (new, reconditioned, etc.) and consumables, including delivery times, NSN or factory numbers, and any discounts, specifying whether such discounts are already included in the price or not. 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 tenderer shall provide access to it and describe how to access it.
- Any other price lists relevant to the performance of works under this procedure.

Tender validity: 150 days from the final date for tender submission.

place and date

stamp

signature of responsible person

ANNEX 3

UMBRELLA STATEMENT

We hereby confirm that:

- We are cognisant of the content of the Invitation to Tender for this public procurement and the general terms and conditions of the framework agreement, and we herewith express our full agreement therewith. We also declare that we are cognisant of the instructions for tender preparation and we herewith agree with the said instructions and declare that our tender has been prepared and submitted in accordance with the requirements set out therein.
- 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 tender is true and is not misleading. We acknowledge that the Contracting Authority is entitled to reject our tender should any information contained in the tender documentation prove 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 tender, 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 tender correspond to the originals.
- Neither the applicable law nor any other regulation precludes us from concluding a framework agreement 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 tender, 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 tender 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

stamp

signature of tenderer's legal
representative

ANNEX 4

D E C L A R A T I O N

We hereby declare that neither the Tenderer

(name, address and registered office)

nor its legal representative(s)

(name) (signature)

(name) (signature)

(name) (signature)

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).

We hereby authorise the Contracting Authority, Ministry of Defence, Vojkova cesta 55, 1000 Ljubljana, to obtain criminal record data (for the tenderer and its legal representatives) for the public procurement procedure **MORS 32/2025 – ON – PSPs**.

Where the tenderer intends to perform the contract with subcontractors, the aforementioned conditions shall likewise be fulfilled by each subcontractor, and each subcontractor shall duly complete this Annex.

place and date

stamp

signature of tenderer's legal
representative

ANNEX 4A: PERSONAL DATA – to be completed by Slovenian tenderers

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

NAME AND SURNAME (mandatory): _____

PERSONAL IDENTIFICATION NUMBER (mandatory):

Hereby, the information is provided for the purpose of verifying the data entered in the Criminal Records in relation to the public procurement procedure No. MORS 32/2025 – ON – PSPs.

DATE:

SIGNATURE OF THE NATURAL PERSON:

ANNEX 4B: LEGAL ENTITY DATA – to be completed by Slovenian tenderers

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

Full company name: _____

Registered office (address):

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 data entered in the Criminal Records for the public procurement procedure No. MORS 32/2025 – ON – PSPs.

place and date

stamp

signature of tenderer's legal
representative

ANNEX 4A: to be completed by foreign tenderers

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

I, _____, residing at _____, 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), in connection with the public procurement procedure “MORS 32/2025-ON-PSPs: Supply of Spare Parts for the Maintenance of the Bell 412 and 206 Helicopters” conducted by the Ministry of Defence of the Republic of Slovenia, hereby make the following:

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare, under criminal and material liability, that as of _____ **2025**, no grounds for exclusion pursuant to Article 32(1) of the ZJNPOV apply to me.

place and date

signature

If the tenderer intends to perform the contract through subcontractors, the aforementioned condition must also be met by each subcontractor. and each subcontractor shall duly complete this Annex.

ANNEX 4B: to be completed by foreign tenderers

TO BE COMPLETED BY THE LEGAL PERSON

I, the undersigned, _____, residing at _____,
in my capacity as Managing Director of the company _____, registration number
_____, and 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-11, 52/16,
and 122/23; hereinafter: ZJNPOV), in connection with the public procurement procedure “MORS
32/2025-ON-PSPs: Supply of Spare Parts for the Maintenance of the Bell 412 and 206 Helicopters”,
conducted by the Ministry of Defence of the Republic of Slovenia, hereby issue the following:

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare, under criminal and material liability, that
as of _____ **2025**, no grounds for exclusion pursuant to Article 32(1) of the ZJNPOV apply to the
company _____.

place and date

stamp

signature

If the tenderer intends to perform the contract through subcontractors, the aforementioned condition
must also be met by each subcontractor. and each subcontractor shall duly complete this Annex.

ANNEX 5

D E C L A R A T I O N

Tenderer

(name, address and registered office)

Under criminal and material liability, we hereby declare that:

- As of the tender submission deadline, the Tenderer shall not have been excluded from participation in public procurement procedures by being listed in the register of economic operators subject to exclusion under secondary sanctions pursuant to Article 110 of the Public Procurement Act. Furthermore, within the three (3) years preceding that deadline, no competent authority of the Republic of Slovenia, another Member State of the European Union, or a third country shall have established at least two infringements related to remuneration for work, working time, rest periods, performance of work under civil law contracts despite the existence of elements of an employment relationship, or undeclared work, for which the Tenderer was sanctioned by one or more final decisions imposing a fine for an offence.
- 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 tenderer has its registered office does not issue certificates demonstrating compliance with the conditions set out in Section III, point 2.2 thereof.***

Where the tenderer intends to perform the contract with subcontractors, the aforementioned conditions shall likewise be fulfilled by each subcontractor. To this end, this Annex should also be duly completed by each subcontractor.

ANNEX 6

Tenderer'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, and Whistleblowers Protection Act 16/23 (ZZPri); 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 tenderer's legal representative in the procurement procedure I hereby submit the following

DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

Tenderer's details (legal person, sole proprietor, association or other legal entity participating in the procurement procedure):

Name of tenderer: _____

Registered office (full address): _____

Tenderer's registration number, or tax number for other natural and legal persons not entered in the business register: _____

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

Ownership structure of the tenderer:

1.1. Participation of natural persons in the tenderer's ownership (including silent partners):

Natural person no. 1:

Full name: _____

Permanent residence (full address), unless the person has a temporary residence in the Republic of Slovenia: _____

Ownership share in the tenderer: _____

Silent partner (please mark): ☐ YES ☐ NO

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

Natural person no. 2:

Full name: _____

Permanent residence (full address), unless the person has a temporary residence in the Republic of Slovenia: _____

Ownership share in the tenderer: _____

Silent partner (please mark): ☐ YES ☐ NO

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

(Continue the list as necessary.)

1.2. Details of the participation of legal persons in the tenderer's ownership, including an indication of whether the legal person is a silent partner:

Name of legal person: _____
Registered office of the legal person: _____
Ownership interest in the tenderer: _____
Tenderer's registration number or, for other legal persons not entered in the business register, tax number: _____
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: _____
Permanent residence (full address), unless the person has a temporary residence in the Republic of Slovenia: _____
Ownership share in the tenderer: _____
Silent partner (please mark): ☐ YES ☐ NO
If YES, then please list the operator of the silent company: _____

(Continue the list as necessary.)

1.3. Details of the participation of companies in the ownership of the tenderer which, in accordance with the provisions of the Companies Act, are deemed to be affiliated with the tenderer:

Name of legal person: _____
Registered office of the legal person: _____
Tenderer's registration number or, for other legal persons not entered in the business register, tax number: _____

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

Name of legal person: _____
Registered office of the legal person: _____
Tenderer's registration number or, for other legal persons not entered in the business register, tax number: _____
connected as _____

(Continue the list as necessary.)

I declare that I have listed the natural persons participating in the ownership of the tenderer as follows:

- all natural persons who directly or indirectly hold more than 5% of the shares, or participate with more than 5% in the founding rights, management or equity of the legal person, or otherwise hold a controlling position in the management of the legal person's assets;
- all natural persons who directly or indirectly provide or secure assets for the legal person and, on that basis, are able to control, direct or otherwise significantly influence

the decisions of the management or other governing body of the legal person regarding financing and operations.

By signing this Declaration, I hereby warrant that no other natural or legal persons, silent partners, or economic operators, considered affiliated entities in accordance with the provisions of the Companies Act, participate in the entire ownership structure.

By signing this Declaration, I further warrant that all information provided herein is true, complete and accurate, and I acknowledge that, in the event of any false statement or misrepresentation of facts, the Contract shall be deemed null and void. I hereby undertake to notify the Contracting Authority of any change to the information provided.

place and date

stamp of the company
or tenderer

name of legal representative

signature of legal representative

ANNEX 7

DECLARATION ON RESTRICTIONS ON BUSINESS ACTIVITIES¹

MORS 32/2025 – ON – PSPs

**SUPPLY OF SPARE PARTS FOR THE MAINTENANCE OF THE BELL 412 AND 206
HELICOPTERS**

I,

(name and surname of the natural person² or the responsible person³ of the business entity)

(information by which a natural person can be clearly identified (e.g., personal registration number))

hereby declare that neither _____ (business entity⁴) _____ (business entity's registration number) 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, and Whistleblowers Protection Act 16/23; hereinafter: ZIntPK).

place and date

stamp

signature of natural or responsible person

Where the tenderer intends to perform the contract with a subcontractor to whom direct payment will be made, the aforementioned condition shall likewise apply to the subcontractor. To this end, this Annex should also be duly completed by each subcontractor.

Integrity and Prevention of Corruption Act Article 35(1):

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

- *participating as a manager, management member or legal representative; or*
- *has more than a 5% level of participation in the founders' rights, management or capital, either by direct participation or through the participation of other legal persons.*

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).

ANNEX 8:

Form of Demand Guarantee under 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 tenderer 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 tenderer 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)

ANNEX 9

SUBCONTRACTOR'S DETAILS

SUBCONTRACTOR'S FULL NAME	
SUBCONTRACTOR'S ADDRESS (REGISTERED OFFICE)	
WEBSITE	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
BANK ACCOUNT NO.	
NAME OF THE BANK	
COMPETENT FINANCIAL OFFICE	
TELEPHONE	
E-MAIL ADDRESS (to receive official mail)	
POINT OF CONTACT	
LEGAL REPRESENTATIVE	

(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 tender submitted in this contract award procedure by acquiring the information specified under Article 31(15) of the ZJNPOV from the central information system – e-Dosje.

SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT

Concerning the public contract: **MORS 32/2025-ON-PSPs**; Supply of Spare Parts for the Maintenance of Bell 412 and 206 Helicopters,

in the event of our participation as a Subcontractor,

WE REQUIRE / WE DO NOT REQUIRE (PLEASE CIRCLE)

to be paid directly by the Contracting Authority for services rendered based on a confirmed invoice or statement from the main Contractor.

SUBCONTRACTOR'S CONSENT

We hereby consent to the Contracting Authority settling our claim against the Tenderer or the Main Contractor _____ instead of the tenderer or the Main Contractor.

This request and consent shall form an integral part of, and annex to, the present document.

place and date

stamp

signature of responsible person

NOTE: Please photocopy the form for each subcontractor.

ANNEX 10

PARTICIPATION OF SUBCONTRACTORS

For the purposes of the public procurement procedure _____, we hereby declare that we **shall participate** with a subcontractor, and provide below the indicative value of their participation:

In tender _____, the subcontractor _____ (name) shall participate in the total tender value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, representing approximately _____% of the total tender value. The aforementioned subcontractor shall carry out the following part of the performance: _____ (specify the portion of works/services to be subcontracted).

In tender _____, the subcontractor _____ (name) shall participate in the total tender value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, representing approximately _____% of the total tender value. The aforementioned subcontractor shall carry out the following part of the performance: _____ (specify the portion of works/services to be subcontracted).

In tender _____, the subcontractor _____ (name) shall participate in the total tender value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, representing approximately _____% of the total tender value. The aforementioned subcontractor shall carry out the following part of the performance: _____ (specify the portion of works/services to be subcontracted).

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 Contract with the Contracting Authority or during the performance of the Contract.

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 tenderer intends to subcontract.
- Please photocopy the form for each subcontractor.

ANNEX 11

DECLARATION

We hereby declare that we shall supply all necessary original spare parts required by the Contracting Authority for the maintenance of BELL 412 and 206 helicopters. We also certify that the supplied goods shall comply with the Contracting Authority's requirements as outlined in the Scope of Work document.

ANNEX 12: 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: _____

Mailing address: _____

ANNEX 10: Model Framework Agreement

By submitting a tender, the Tenderer confirms that it is aware of and agrees with the content of the provisions of the Framework Agreement. Furthermore, the Tenderer 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 Provision

Article 1

The Parties to this Framework Agreement hereby acknowledge that the Contracting Authority, pursuant to Article 22 of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia, Nos. 90/12, 90/14-ZDU-11, 52/16, and 122/23; hereinafter: ZJNPOV), and in accordance with Invitation to Tender No. 430-57/2025-__ of _____, has conducted a negotiated procedure with prior publication under reference MORS 32/2025-ON-PSPs for the supply of spare parts for the maintenance of Bell 412 and 206 helicopters.

The Contracting Partner has been selected based on Contract Award Decision No. 430-57/2025-____ dated _____, which took effect on _____. / *The standstill period is waived in accordance with Article 76 of the Public Procurement in the Defence and Security Sector Act.*

The Subject of the Framework Agreement

Article 2

The Contracting Partner shall, in accordance with the manufacturer's maintenance standards for ensuring the operational availability of Bell helicopters and in line with the Contracting Authority's needs, supply spare parts, equipment, tools, technical documentation, and other materials necessary for the maintenance of Bell 412 and 206 helicopters, in accordance with the requirements of the Contracting Authority set out in the Invitation to Tender No. 430-57/2025-____, the Scope of Work (hereinafter: SOW), and the tender documentation No. _____.

The Invitation to Tender, the tender documentation, and the Scope of Work (SOW) are annexed to this Framework Agreement and form integral parts hereof.

Should the Contracting Partner perform the services through subcontractors, a detailed description thereof shall be included in the Article "Subcontractors" hereof.

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 Contract value shall not be binding on the Contracting Authority and shall be adjusted to actual needs. The Contracting Authority shall not be liable in damages or in any way whatsoever for any failure to achieve the indicative value of the Agreement.

Place of Delivery

Article 4

The place of delivery or acceptance of the 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 indicate, in the request for quotation (RFQ), the name of the unit for which the spare parts or repairs are being ordered.

The Contracting Partner undertakes to arrange the deliveries of goods outside the territory of the Republic of Slovenia in agreement with the Contracting Authority on a case-by-case basis.

The Contracting Partner shall be responsible for the transport of the goods and shall also bear any costs incurred in repairing any damage that may occur during the transport of the goods.

Notwithstanding the provisions of paragraphs 1 to 3 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 shall deliver the goods within the time frame specified in the relevant order. If the goods under an order are found to be undeliverable within the time frame offered in the tender, the Contracting Partner shall notify the Contracting Authority in writing. The newly established delivery time shall then be binding.

If the goods are in stock, AOG orders must be delivered within 3 working days from the date of the order, while WORK STOP orders must be delivered within 7 working days from the date of the order. Routine orders intended for scheduled maintenance (neither AOG nor WORK STOP orders) must be fulfilled according to the Contracting Authority's needs and within the delivery time agreed upon in the order confirmation.

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.

Quotations and Prices for Individual Orders

Article 6

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

Quotation validity must be specified and shall not be less than 30 days.

For each order, the Contracting Authority shall confirm the price and delivery time set out in the quotation prior to the commencement of the work. Any change in the prices and delivery times shall be subject to the Contracting Authority prior confirmation.

The Contracting Authority may negotiate improved terms and conditions for a particular order and quotation.

Pricing and quotations:

- a) The price for each order shall be specified in the respective quotation, 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

- b) 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 applicable legislation of the Republic of Slovenia. Foreign Contracting Partners shall state all prices exclusive of VAT. VAT shall be accounted for and paid by the Contracting Authority after delivery of the goods.
- c) Should the tenderer fail to enter a price for an individual item or enter a price of zero (0.00 EUR), or any symbol (/, –, ...), it shall be deemed that the item is offered free of charge. In such case, the Contracting Authority reserves the right to request confirmation from the tenderer.
- d) Prices shall be calculated on the basis of a payment period of thirty (30) days from the official receipt of the e-invoice, it being understood that the payment period shall commence on the day following receipt of the document by the Contracting Authority. The prices offered shall remain valid for the entire quotation validity period.
- e) The price shall include delivery on DDP terms (Incoterms 2020), with the goods insured and unloaded at the Contracting Authority's premises or as otherwise agreed for each individual order.
- f) The price shall also cover the packaging and packing, which shall fully protect the delivered goods from mechanical, chemical and other damage during transport.
- g) The contents of the quotation shall not be modified.

If the goods originate outside the European Monetary Union (EMU), the reference exchange rate of the European Central Bank (ECB) on the date of quotation submission shall apply for the calculation of quotation values in EUR/CHF/USD.

Article 7

The prices stated in individual quotations 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 quotation, while respecting the principle of equal treatment of all tenderers.

If the Contracting Authority obtains identical goods (original spare parts) on the market at a price significantly lower than that agreed under this Framework Agreement, it shall be entitled to procure such goods elsewhere.

Article 8

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 9

Hardcopy Price Lists

The prices from the price lists shall be 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. If the Contracting Authority agrees to the price change, an amendment hereto shall be concluded. The new price lists may be applied from the date of approval by the Contracting Authority. During the term of the Framework Agreement, prices may be adjusted no more than once a year, in accordance with the manufacturer's business policy and with the Contracting Authority's agreement.

Online Price Lists (if available or in the future)

Prices are specified in the online price list, to which the Contracting Authority must be granted access. For each order, the prices on the quotation 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 orders, 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 are annexed to this Framework Agreement and shall form an integral part thereof. VAT shall be calculated in accordance with the applicable legislation of the Republic of Slovenia.

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

Article 10

For each order, the Contracting Authority shall invite all Contracting Partners to submit a quotation. Quotations shall be evaluated, and the most advantageous one selected, as follows:

- a) Based on the Contracting Authority's requests for quotation (RFQ), the Contracting Partner shall obtain and submit the most advantageous quotation, taking into account the conditions and prices laid down in the Framework Agreement.
- b) The RFQ shall specify the method and the deadline for quotation submission. Quotations must be submitted within the following time limits: as a rule, within seven (7) working days for standard orders, three (3) working days for WORK STOP orders, and twenty-four (24) hours for AOG orders.
- c) Each quotation must include:
 - a detailed specification of all items covered, including quantities, unit and total prices, and catalogue numbers of parts;
 - all main and related costs (customs, transport, freight forwarding, insurance, etc.);
 - clear information on delivery periods, discounts, related costs, and any other requirements of the Contracting Authority;
 - a breakdown of all main and incidental costs.
 - The prices stated in individual quotations shall not exceed those agreed herein.

- d) The Contracting Authority shall evaluate quotations on the basis of the award criteria set out in this Framework Agreement and shall select the most economically advantageous one, provided the quotations are compliant. Otherwise, it may request clarifications or supplements, or, where necessary, negotiate with all Contracting Partners to improve the terms, while respecting the principle of equal treatment. The Contracting Authority may also decide not to place the order. The Contracting Partners shall receive the REPORT, the ANALYSIS, and the SELECTION DECISION. The most economically advantageous tenderer shall be awarded the supply of goods or services by means of an ORDER FORM.
- e) If, due to objective circumstances, the selected Contracting Partner for a particular order is, during its execution, no longer able to maintain the same conditions of performance as stated in its quotation, it shall immediately notify the Contracting Authority. The Contracting Authority may then authorise the Contracting Partner to proceed with the execution of the order under the changed circumstances. Under no circumstances may the Contracting Partner continue with the performance of the order without the Contracting Authority's authorisation.
- f) On the basis of the selected quotation, the Contracting Partner shall ensure the delivery of the goods covered by that quotation and for which it has been selected. The delivery of goods shall be announced by e-mail titled: NOTIFICATION OF DELIVERY/CONSIGNMENT FOR COLLECTION.
- g) The goods shall comply with the requirements of the Contracting Authority, the applicable aircraft maintenance standards, and the manufacturer's standards, and shall be demonstrated by the required documents, which may be in Slovenian or English.
- h) The acceptance of the goods shall be confirmed by a QUANTITY AND QUALITY ACCEPTANCE RECORD along with other required documents (delivery note, certificates, etc.)

The listed forms constitute annexes 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 Orders

	Criterion	Max. Points
a	Total Quotation Value	90
b	Delivery Period*	10
T O T A L :		100

* The Contracting Authority shall specify the required delivery period in its request for quotation (RFQ). Quotations submitted within the required delivery period shall be awarded the maximum points for delivery period and shall be evaluated solely on the basis of the total quotation value criterion. Tenderers offering a longer delivery period than that specified by the Contracting Authority shall be awarded proportionally fewer points in accordance with the formula below (the minimum delivery period shall be equal to the required period).

a) TOTAL QUOTATION VALUE, incl. or excl. VAT – Max. Points: 90**

Points Awarded	Criterion
0 - 90	$\frac{\text{Lowest Quotation Value} \times 90}{\text{Offered Quotation Value}}$

** Depending on the tenderers, all quotations shall be considered either inclusive or exclusive of VAT.

b) DELIVERY PERIOD – Max. Points: 10***

Number of points	Criterion
0 - 10	$\frac{\text{Shortest Delivery Period} \times 10}{\text{Offered Delivery Period}}$

*** Where a single order contains items with different delivery periods, the average delivery period offered shall be used for the calculation.

2. AOG and WORK STOP Orders

	Criterion	Max. Points
a	Total Quotation Value	60
b	Delivery Period*	40
T O T A L :		100

* The Contracting Authority shall specify the required delivery period in its request for quotation (RFQ). Quotations submitted within the required delivery period shall be awarded the maximum points for delivery period and shall be evaluated solely on the basis of the total quotation value criterion. Tenderers offering a longer delivery period than that specified by the Contracting Authority shall be awarded proportionally fewer points in accordance with the formula below (the minimum delivery period shall be equal to the required period).

a) TOTAL QUOTATION VALUE, incl. or excl. of VAT – Max. Points: 60**

Points Awarded	Criterion
0 - 60	$\frac{\text{Lowest Quotation Value} \times 60}{\text{Proposed Quotation Value}}$

** Depending on the tenderers, all quotations shall be considered either inclusive or exclusive of VAT.

b) DELIVERY PERIOD – Max. Points: 40***

Points Awarded	Criterion
0 - 40	$\frac{\text{Shortest Delivery Period} \times 40}{\text{Offered Delivery Period}}$

*** Where a single order contains items with different delivery periods, the average delivery period offered shall be used for the calculation.

In the event that several tenderers are awarded the same number of points, the Contracting Authority shall select: the tenderer offering the lower price in the case of regular orders, or the tenderer offering the shorter delivery period in the case of AOG and WORK STOP orders.

The type of transport shall be agreed between the Contracting Parties prior to the execution of the contractual performance, taking into account the urgency of the specific order. In its request for quotation, the Contracting Authority shall indicate the urgency of the order and the type of transport. The Contracting Partner shall insure the goods at their market value, or as otherwise agreed with the Contracting Authority.

Quality of Goods

Article 11

The Contracting Partner undertakes to supply the subject-matter of this Framework Agreement in compliance with the requirements of the Contracting Authority or the manufacturer, the applicable technical requirements, regulations, and relevant aviation standards, and using materials of appropriate quality.

The quality of the supplied goods shall conform to the standards and requirements of the Contracting Authority as set out in the attached Statement of Work (SOW).

Obligations of the Contracting Authority

Article 12

In each order, the Contracting Authority shall specify:

- the exact specification of the goods;
- the quantity of goods to be delivered;
- the delivery period and place of delivery;
- any other relevant information required for the execution of the delivery.

The Contracting Authority shall carefully examine each tender and, if necessary, request the Contracting Partner to complete it. Contracts resulting from an accepted tender 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 13

The Contracting Partner undertakes:

- not to execute any order without the prior knowledge and approval of the Contracting Authority;
- to provide and submit the most advantageous quotation in response to each request issued by the Contracting Authority; and that, should it fail to submit a quotation in response to more than three (3) requests, the Contracting Authority shall no longer be obliged to invite it to submit further quotations;
- to ensure that the works/services are carried out with due care and quality, in compliance with applicable regulations and relevant standards, and within the time limits specified in the quotation for each order;
- to submit, in a timely manner and prior to their expiry, all documents required by the Contracting Authority demonstrating its capacity to perform the obligations under this Framework Agreement (e.g., valid evidence of business cooperation with equipment manufacturers and suppliers, certificates, etc.);
- to notify the Contracting Authority in writing of any change related to the performance under this Framework Agreement immediately, or at the latest two (2) weeks prior to the occurrence of such change;
- to provide reports on the implementation of the Framework Agreement upon the Contracting Authority's request. Each report shall contain, for each call-off order, at least the following information: the subject of the order, the total quotation value, and the invoice number, date, and amount.

Article 14

In the event that, during the performance of the services, it becomes apparent that the Contracting Partner is not complying with the terms of the Framework Agreement, the Contracting Authority shall notify the Contracting Partner thereof. If, within seven (7) days of receiving such notification, the Contracting Partner fails to bring its performance in line with the Contracting Authority's requirements and the provisions of the Framework Agreement, the Contracting Authority may, immediately upon expiry of this period, terminate the Framework Agreement and claim compensation for damages.

Article 15

The Contracting Partner shall notify the Contracting Authority of any deficiencies in its order and of any other circumstances relevant to the performance of the order. Failing such notification, the Contracting Partner shall be liable to the Contracting Authority for any damages arising therefrom.

Delivery and Quality and Quantity Acceptance

Article 16

The Contracting Partner shall notify the Contracting Authority of the delivery of goods at least two (2) working days in advance. In the case of AOG orders, the notification shall be made immediately upon dispatch of the goods. 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 Contracting Partner shall, unless otherwise agreed for a specific work, make the Goods subject to this Framework Agreement available to the Contracting Authority within the time frame and at the location specified by the Parties at the time of the Contract. The Goods must meet the required quality standards. Upon delivery, the Contracting Authority shall conduct a quantitative and qualitative inspection, including a visual check of the product and packaging, and shall sign a record of the inspection and the delivery note. The quality of the goods shall be guaranteed by the Contracting Partner.

The Parties to the Framework Agreement agree that the date of acceptance of the Goods shall be the date on which both the delivery note and the record of quantity and quality acceptance are signed, confirming that the 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.

Payment Terms

Article 17

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

The Contracting Partner shall issue an invoice to the Contracting Authority upon successful quality acceptance of the goods. The invoice shall be accompanied by documents and forms approved by the Contracting Authority, providing a detailed breakdown of the quantity of the delivered goods, including unit prices and the total amount.

E-invoices shall be used only by Slovenian legal entities. *Foreign Contracting Partners shall send invoices in .pdf format to the following email address: glavna.pisarna@mors.si, indicating the organisational unit that issued the Order Form, the Framework Agreement number, and the Order Form number.*

The invoice submitted shall include:

- an order confirmed by the Contracting Authority (Order Form or another document containing the same details);
- a delivery note indicating quantity and price, duly completed and signed by the Contracting Authority;

- a breakdown of incidental costs, together with any supporting documents required by the Contracting Authority;
- other documents and reports on functional tests carried out in accordance with the requirements of the Contracting Authority (certificates, attestations, technical reports, entries in technical logbooks, etc.).

The Contracting Authority undertakes to pay the invoice within thirty (30) days, with the payment term commencing on the day following the official receipt of the document serving as the basis for payment at the Contracting Authority's address, and indicating the organisational unit that issued the Order Form, the Framework Agreement number, the call-off number, and the Order Form 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 within thirty (30) days counting from the first day after 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 subcontractors' consents to direct payment by the Contracting Authority constitute an integral part of this Framework Agreement and are attached hereto as an annex. 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.

Warranties

Article 18

During the warranty period, the Contracting Partner shall ensure the proper functioning of the delivered goods and shall, free of charge, remedy any defects not attributable to the Contracting Authority. In the event that the Contracting Authority files a warranty claim, a suitable deadline, not shorter than eight (8) days, shall be set to remedy the defects concerned. The Contracting Authority shall be entitled to compensation for any damage incurred due to a defect, resulting from the inability to use the goods or, consequently, the means for which they are intended, from the moment repair or replacement was requested until the Goods in question are accepted by the Contracting Authority.

Warranties for each item of delivered goods shall be specified in the respective quotation and shall be in accordance with the applicable manufacturer's warranty policy. The warranty period shall commence on the date of acceptance of the goods. If no specific warranty periods are defined in the individual quotation, the warranty period shall be ____ months *(but not less than twenty-four (24) months)*.

During the warranty period, the Contracting Partner shall, at its own expense, remedy any defects or replace the defective part with a new one. Such costs shall also include all transport costs and any other related costs incurred in the course of resolving the warranty claim.

If the manufacturer's warranty policy differs from the requirements set out herein, the Contracting Partner and the Contracting Authority shall agree on the method of resolution for each warranty claim. All eligible costs related to a particular warranty claim shall be borne by the Contracting Partner unless otherwise agreed with the Contracting Authority (subject to the Contractor's or Manufacturer's warranty policy).

The warranty period for repairs shall be extended for the length of time equal to the time during which the Contracting Authority was unable to use the asset. In the event that the Goods have to be replaced, the warranty period shall commence anew counting from the day the acceptance procedure for the replaced Goods is completed.

Hidden Defects

Article 19

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 the time limit specified by the Contracting Authority. Failing such compliance, the Contracting Partner 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 or installed Goods against any hidden defects during the warranty period.

Performance Bond

Article 20

As a guarantee for the due performance of its obligations under the Framework Agreement, the Contracting Partner shall, within twenty (20) days of signing the Framework Agreement, provide the Contracting Authority with an unconditional bank guarantee or a surety bond issued by an insurance company, payable on first demand, in accordance with the template provided in the tender documentation, in the amount of EUR 30,000.

The Performance Bond shall remain valid until the expiry of the Framework Agreement or, at a minimum, until 31 January 2027. In the latter case, the Contracting Partner shall provide a renewed Performance Bond with an extended validity until 31 January of the following year. A valid Performance Bond is a prerequisite for the validity of the Framework Agreement.

If, during the performance of this Framework Agreement, the delivery period, type of goods, quality, or quantity is changed, the Contracting Partner shall accordingly amend the bank guarantee or surety bond issued by the insurance company, or extend its validity. The cost of the Performance Bond shall be borne by the Contracting Partner.

Subcontractors

Article 21

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 under "Quality of Goods" shall also apply to any subcontractor engaged. 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 22

Any contract in which a person promises, offers or gives any undue advantage to the 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, omitting due supervision over the implementation of contractual obligations, or any other act or omission which causes a public sector body or organisation damage or by which the representative or the agent

of the public sector body or organisation or 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 23

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 who meet the same conditions for protecting classified information as the Contracting Partner.

Withdrawal from the Framework Agreement

Article 24

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, or if a court order for the payment of debts has been issued against it, if it is facing compulsory settlement or bankruptcy, or if it, as a legal entity, has adopted a decision to terminate the company (except for voluntary liquidation due to merging or restructuring), if a liquidator has been appointed for any part of the its company or assets, or if a similar act has been 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 fulfil the obligations agreed upon for reasons attributable to them, they shall be liable to pay the Contracting Authority a contractual penalty amounting to fifteen percent (15%) of the total framework value of this Agreement, excluding VAT.

Framework Agreement Penalty

Article 25

Delay

Should the Contracting Partner fail to deliver the ordered goods 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, without due cause, delays the delivery of goods by more than twice the agreed delivery period, the Contracting Authority may cancel the order with that Contracting Partner and place it with the next most advantageous tenderer for the respective order. The costs incurred up to that point and any difference in the price paid to the next tenderer 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 contractual penalties against any of its financial obligations under any contract or Framework Agreement concluded with the Contracting Partner. If such offsetting is not feasible, the Contracting Authority shall issue a separate invoice for the amount due, which the Contracting Partner shall 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.

Framework Agreement Management

Article 26

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

Any arrangements affecting the provisions of this Framework Agreement shall be null and void unless approved by the authorised representatives/administrators.

Force Majeure

Article 27

A force majeure event shall mean an event which a Party could not have foreseen at the time of concluding this Framework Agreement, nor avoided or averted despite exercising due diligence, provided that such event originates from outside the sphere of its operations and the Party was under no obligation to take it into account.

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.

Upon the cessation of the Force Majeure event, the Parties to this Framework Agreement shall determine any necessary changes to their obligations hereunder. 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 28

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 29

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 30

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 31

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 32

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 33

The Framework Agreement shall be signed electronically.

The Parties to the Framework Agreement agree that the Framework Agreement shall be deemed concluded and shall enter into force on the date of signature by both Parties, provided that the Contracting Partner submits to the Contracting Authority, within twenty (20) days of the date of signature,

a valid Performance Bond (either an unconditional bank guarantee or a surety insurance by an insurance company) as security for the proper fulfilment of the obligations under the Framework Agreement.

Number: _____

Date: _____

Annexes, forming an integral part of this Framework Agreement:

- Tender documentation and the submitted tender
- Annex No. 1: Framework Agreement – Authorised Representatives and Administrator
- Scope of Work
- Price Lists
- Forms for the execution of the order.

Annex 1: Framework Agreement – Authorised Representatives and Administrator

Contracting Authority:	
REPUBLIC OF SLOVENIA Ministry of Defence Vojkova cesta 55 1000 Ljubljana	
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:	
_____ _____ _____	
VAT Identification No.:	Telephone:
Registration No.:	
Bank Account No.:	E-mail:

The Contracting Authority hereby appoints _____ as the Framework Agreement Administrator; the Contractor appoints _____ for the same purpose.

The authorised persons are:

- For the purpose of implementation of this Framework Agreement, the Contracting Authority hereby authorises _____, the Contractor authorises _____.
- For the supervision of the implementation of this Framework Agreement: _____ on behalf of the Contracting Authority, and _____ on behalf of the Contractor.



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

ANALYTICS
00000000

No.: _____, dated: _____

REQUEST FOR QUOTATION (RFQ)

Please submit a quotation pursuant to the Contract/Framework Agreement for _____

1. GOODS/SERVICES:

No.	DESIGNATION	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 quotation in the field of _____,
under Contract/Framework Agreement No.: _____.

The price of repairs/overhauls must be stated in the quotation in the manner defined in the Contract/Framework Agreement. The value of new or overhauled spare parts for the services listed in point 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 quotation must be submitted no
later than _____

to:

15th 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 number: 47978457
Bank Account No.: 01100-6370191114

ADDRESSEE:

Date:

ORDER FORM:

SUBJECT OF THE ORDER:

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

Quotation: _____

The Order Form is issued in accordance with Contract/Framework Agreement 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. _____, dated _____

QUANTITY AND QUALITY ACCEPTANCE RECORD

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

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

DECISION

Based on the request for quotation (RFQ) and the report with analysis no. _____ of _____, and according to the Contractor's quotation no. _____ of _____, the Committee conducted the acceptance 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:
