



REPUBLIC OF SLOVENIA

MINISTRY OF DEFENCE

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Number: 430-352/2026-2

Date: 27. 08. 2026

INVITATION TO TENDER

for

**the award of a public contract in the defence and security sector
following negotiated procedure with a prior publication of a notice**

for

EXECUTION OF AN AERIAL GUNNERY LIVE-FIRE EXERCISE

MORS 285/2026 – ON – PSPS

CONTRACTING AUTHORITY:

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

I. INVITATION**1. INVITATION TO TENDER**

You are hereby invited to submit a Bid in response to this public procurement procedure in accordance with negotiated procedure following a prior publication of a notice for the execution of an aerial gunnery live-fire exercise.

This public procurement procedure will be carried out in accordance with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14-ZDU-1I, 52/16, 122/23 and 83/25-ZOUL; hereinafter: ZJNPOV).

2. REFERENCE NUMBER AND SUBJECT OF THE PUBLIC PROCUREMENT PROCEDURE

2.1 Reference number: MORS 285/2026 – ON – PSPS

2.2 Subject: Execution of an aerial gunnery live-fire exercise

No.	Item	Unit	Estimated quantity
1	Target-towing aircraft deployment (including ferry flights to Andravida AFB)	set	1
2	Target towing flight	hour	16
3	Loss or damage of towing equipment	item	2

The Contracting Authority shall conclude a Framework Agreement with the chosen Bidder with the estimated total value of 491.803,28 € exclusive of VAT or 600.000,00 € inclusive of VAT. The value of the Framework Agreement is indicative and not binding on the Contracting Authority, and will be calculated based on actual flight hours and used, lost or damaged equipment. The Contracting Authority shall not be liable for any damage or otherwise for not achieving the estimated total value of the Framework Agreement.

Technical requirements for the subject of this public procurement procedure are laid down in Chapter V – *Technical requirements of the Contracting Authority*.

The Bid to be submitted shall refer to the entire Framework Agreement.

3. BID SUBMISSION

The Bid must be submitted via the online electronic public procurement system e-JN (hereinafter: e-JN system) available at <https://ejn.gov.si/>, in accordance with Section 3 of the Instructions for using the e-JN system for use of the functionalities of electronic submission of Bids in the e-JN system: "PONUDNIKI" (BIDDERS) (hereinafter: Instructions for using the e-JN). The Instructions are attached to this Invitation to tender but are also available at <https://ejn.gov.si/>.

The Bidder has to register at <https://ejn.gov.si/>, in accordance with the Instructions for using the e-JN prior to submitting the Bid. Should the Bidder already be registered in the e-JN system, log-in is possible at the same address.

The Bidder's representative authorized for submitting Bids in the e-JN should submit the Bid by clicking on the button "Oddaj" ("Submit"). Upon submission of the Bid, the e-JN information system will record the representative's identity and the time at which the Bid has been submitted. Such submission of the Bid shall be deemed to be the Bidder's declaration of intention, expressed on behalf of the Bidder by the Bidder's representative, to submit a binding Bid (Article 18, Obligations Code). The Bid submitted will be binding during the time specified in the Bid unless withdrawn or altered prior to the closing date for submission.

Any Bid received by the Contracting Authority in the e-JN system (<https://ejn.gov.si/>) up to the closing date for submission of Bids as specified in the e-JN system will be deemed to have been submitted in due time. Only Bid submitted via the e-JN system and marked in the e-JN system as "ODDANO" ("SUBMITTED") will be considered valid.

The Bidder may either withdraw or change his Bid by the closing date for submission of Bids. If a Bid is withdrawn from the e-JN system, the submission of said Bid is thereby cancelled; consequently, said Bid is deemed not to have been submitted and thus cannot be viewed by the Contracting Authority in the e-JN system. If a Bid in the e-JN system has been changed in any way, the Contracting Authority will be able to view the Bid submitted last.

Access to the site where the electronic Bid for this public procurement procedure can be submitted is available at: <https://ejn.gov.si/>.

After the deadline for Bid submission has expired, submission of a Bid will no longer be possible.

4. TIME AND PLACE OF BID OPENING

The opening of the Bids will be done automatically in the e-JN system on the date specified in the e-JN system at: <https://ejn.gov.si/>.

At the time scheduled for opening of the Bid, the e-JN system will automatically display the information on the Bidder and enable access to the .pdf document that the Bidder uploaded in the e-JN system under the section "Skupna ponudbena cena" ("Total Bid value") in part "Predračun" ("Pro-forma invoice").

5. BID VALIDITY

The Bid, inclusive of all documentation relating thereto, shall be valid for a period of 120 days from the closing date for Bid submission; the Bidder will confirm agreement therewith by submitting the Bid.

If, due to objective circumstances, the Framework Agreement is not signed during the Bid validity period, the Contracting Authority may request a Bid validity extension, however, the extension is not to exceed sixty (60) days. All requests and replies thereto are to be submitted in writing.

6. TIME AND LOCATION OF SERVICE

The activities are expected to be carried out at:
Andravida Air Force base, Greece, during 9. – 13. November 2026.

7. TERMS OF PAYMENT

The Contracting Authority shall pay the e-invoice, which shall serve as the basis for payment, within 30 days counting from the day after the official receipt of the document (e-invoice) at the Contracting Authority's address: Ministrstvo za obrambo, Direktorat za logistiko, Sektor za nabavo, Vojkova cesta

55, 1000 Ljubljana, Slovenia. The e-invoice submitted shall include the number of the Framework Agreement. 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 the Slovenian legal entities only, foreign Bidders shall submit the invoice in .pdf format to: glavna.pisarna@mors.si.

8. 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.

9. FRAMEWORK AGREEMENT CONCLUSION

Pursuant to Paragraph 5, Article 77 of ZJNPOV, the Contracting Authority shall conclude the Framework Agreement with the selected Bidder for the entire public Framework Agreement after the Contract Award Decision becomes final.

The selected Bidder is required to return a Framework Agreement for the execution of the public procurement signed by the Bidder within 10 days after receiving the Framework Agreement signed by the Contracting Authority. Should the Bidder fail to return the Framework Agreement despite being invited by the Contracting Authority to do so, the Contracting Authority may submit a proposal to the minor offence authority to initiate a minor offence procedure.

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

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

11. ANTI-CORRUPTION CLAUSE

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

II. **BID PREPARATION**

1. **APPLICABLE REGULATIONS FOR THE IMPLEMENTATION OF THE PROCEDURE**

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

2. **BID LANGUAGE, FORM AND CONTENT REQUIREMENTS**

The bid shall be prepared in Slovenian or English. The bid values (prices) must be quoted in Euro (hereinafter: EUR). The Bidder shall provide the required technical data for the goods tendered in Slovenian or English. If the required technical data is in another foreign language, the Bidder shall provide a translation into English or Slovenian.

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

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

The Contracting Authority will provide the answers no later than **3 (three)** days before the closing date for the Bid submission.

4. **SCOPE OF BID AND ALTERNATIVE BIDS**

The Bids to be submitted shall refer to the entire Framework Agreement. Alternative Bids shall not be accepted, the Bidder may submit only one Bid. Should the Bidder submit more than one Bid, all his Bids will be disqualified.

5. **BIDDING PRICE**

The Bidder shall prepare the Bid and subsequent invoices by indicating the bid price as follows:

- 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 standard rounding rules.
- Value Added Tax (hereinafter: VAT) shall be calculated in accordance with the applicable legislation. Foreign Bidders shall quote all prices exclusive of VAT – VAT shall be calculated and paid by the Contracting Authority after the delivery of goods.
- The prices shall include all costs, including discounts and fees, i.e., all costs the Contracting Authority will be bound to pay to the Bidder.
- Should the Bidder fail to write the price under an item, the item in question will be deemed not to have been offered by the Bidder; therefore, the Bid will be deemed not to have fulfilled all of the Contracting Authority's requirements included herein.
- Where the price offered is EUR zero (0.00), the item in question will be deemed to have been offered free of charge.
- The Contracting Authority shall not acknowledge any subsequent costs.
- Bid prices shall not be changed.

- The prices shall be calculated for a maximum payment period of 30 days from the official receipt of the invoice with the payment term starting on the first day following receipt of the document. The prices offered must remain valid for the duration of the bid's validity.
- The prices for the Service offered shall include execution of Service at the following location: Andravida Air Force Base, Greece, in the period from 9. – 13. November 2026.

6. CALCULATION ERRORS

The Bid shall be checked for calculation errors, which will be corrected in accordance with Paragraph 4, Article 74 of ZJNPOV.

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

General and specific terms and conditions to acknowledge the competence and the evidence in support thereof, are listed in Chapter III – *Methodology for verifying the Bidder's competence to perform the Framework Agreement*.

Prior to adopting a Contract Award Decision, the Contracting Authority shall conduct Bid evaluation and negotiations as specified under Chapter IV – *Bid Evaluation and Negotiations*.

8. SUBCONTRACTORS

The Bidder shall be fully responsible to the Contracting Authority for the delivery of service subject to this public procurement procedure, irrespective of the number of his subcontractors engaged.¹

Should the Bidder perform the Framework Agreement with his subcontractors, the provisions of ZJNPOV shall apply.

9. JOINT BID

The legal document governing a joint Bid submission must delineate each Bidder's specific duties and responsibilities related to the Framework Agreement performance. Irrespective of the foregoing, the Bidders shall be indiscriminately and jointly liable to the Contracting Authority for the performance of the entire Framework Agreement. The said legal document should include the following: the names of the partners submitting the joint Bid, who is the lead partner, parts of the Framework Agreement to be performed by each partner, terms of payment (through the lead partner or to each partner separately) and any other rights and liabilities that partners may have to each other. The Joint Bidding Agreement must be duly dated, stamped and signed by each partner of the joint Bidding group.

Should a group of Bidders submit a joint Bid, each and every Bidder must meet the conditions set in Chapter III, under sections on: Bidder's details; basic suitability and umbrella statement. Therefore, each and every Bidder of the joint Bid must submit the required documents related thereto individually.

Other conditions set in Chapter III, under sections: Bid and legal document on joint Bidding, draft Framework Agreement and technical conditions may be met cumulatively, therefore, all Bidders in the joint Bid will submit the documents related thereto as a group, however, the documents must be signed by each partner.

¹ *Subcontractor* is an economic operator – a legal or natural person – that supplies goods or services or performs works that are directly linked to the subject-matter of the contract for the Bidder with which the Contracting Authority has concluded a Framework Agreement.

10. BIDDING COSTS

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

11. ACCESS TO BIDS AND PROFESSIONAL SECRECY

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

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

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

III. METHODOLOGY FOR VERIFYING THE BIDDER'S COMPETENCE TO PERFORM THE FRAMEWORK AGREEMENT

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

The Contracting Authority reserves the right to inspect the original documents.

Pursuant to Paragraph 1, Article 72 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority reserves the right to verify the existence and the content of the Bid either prior to adopting the Framework Agreement Award Decision or prior to concluding the framework agreement, at the latest.

Should the Contracting Authority establish that information included in the most advantageous bid does not exist or is inaccurate, it will disqualify the Bidder from the public procurement procedure and will neither award the Framework Agreement to that Bidder nor conclude the Framework Agreement with them.

The Bidder who submits his Bid shall guarantee under criminal and material liability that all information and documents included in the Bid are true and the documents submitted are identical to their originals, otherwise, the Bidder shall be liable for all damage incurred to the Contracting Authority.

Prior to signing the Framework Agreement, the Contracting Authority will verify the existence of reasons under Article 35 of the Integrity and Prevention of Corruption Act, preventing the Contracting Authority to carry on business with the Bidder selected.

1. BIDDER'S DETAILS AND THE BID

1.1 The Bidder shall submit the information required.

EVIDENCE: ***upload under the section "ostale priloge" ("Other Attachments")***

- Completed, signed and stamped **Appendix 1** – Bidder's Details.

2. BASIC SUITABILITY

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

FOR BIDDERS WITH A HEAD OFFICE IN THE REPUBLIC OF SLOVENIA

EVIDENCE: ***upload under the section "ostale priloge" ("Other Attachments")***

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

or

- **Completed, signed and stamped form Appendix 4** – Statement under Criminal and Material Liability made as a sworn declaration to certify that the Bidder and its legal representatives, **if these are legal persons**, have not been convicted by a judgement with res judicata effect of the acts defined under Paragraph 1 of Article 32 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Completed and signed Appendix 4A** – Declaration of No Criminal Record (for each legal representative specified in Appendix 4, all required information must be included).
- **Completed, signed and stamped Appendix 4B** – Declaration of No Criminal Record for a legal entity.

If the Bidder intends to execute the Framework Agreement through subcontractors, the conditions as specified in Point 2.1 must also be fulfilled by any subcontractor engaged.

FOR FOREIGN BIDDERS

EVIDENCE: **upload under the section “ostale priloge” (“Other Attachments”)**

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

or

- **Completed, signed and stamped form Appendix 4** – Statement under Criminal and Material Liability made as a sworn declaration to certify that the Bidder and its legal representatives, **if these are legal persons**, have not been convicted by a judgement with res judicata effect of the acts defined under Paragraph 1 of Article 32 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Completed and signed Appendix 4A** – Declaration of No Criminal Record (for each legal representative specified in Appendix 4, all required information must be included).
- **Completed, signed and stamped Appendix 4B** – Declaration of No Criminal Record for a legal entity.

The Bidder shall submit sworn Declarations of No Criminal Record (Appendices 4A and 4B) made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Bidder has its head office. These declarations shall not be older than 30 days before the closing date for Bid submission.

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

2.2 On the closing date for Bid submission, the Bidder has not been disqualified from participating in public contract award procedures due to being placed on the list of economic operators with secondary sanctions for exclusion from public procurement procedures under **Article 73 of ZJNPOV** or in connection with **Article 110 of the Public Procurement Act** and, **in the 3-year period preceding the Bid submission closing date, a competent authority of the Republic of Slovenia or another Member State or a third country** has not established at least two infringements concerning remuneration for work, working time, rest periods, the performance of work based on contracts governed by civil law despite the existence of elements of an employment relationship, or the use of undeclared work, for which the Bidder has been fined for an offence by one or more decisions that have the force of res judicata or a definitive decision.

EVIDENCE: upload under the section “ostale priloge” (“Other Attachments”)

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

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

Foreign Bidders shall submit **either an attestation** by the competent authority of the country of the Bidder's head office, declaring the Bidder's status with respect to the conditions under 2.2, **or**, should this not be possible, **the Bidder's own sworn statement** (or Appendix 5), given under criminal and material liability, declaring compliance with the condition under 2.2 and stating that the country of the Bidder does not issue such supporting documents.

- 2.3 In order to ensure that the procurement procedure is transparent and free from risk of corruption, the Bidder 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: upload under the section “ostale priloge” (“Other Attachments”)

- **Completed, signed and stamped form Appendix 6:** Statement on Participation of Natural and Legal Persons in the Ownership of the Bidder.

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

- 2.4 The Bidder shall submit a declaration and information stating that, as a natural person or business entity, it is not related to or associated with an official and, to the best of its knowledge, it is not related to or associated with a family member of an official in the manner set out in Paragraph 1, Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK).**

EVIDENCE: upload under the section “ostale priloge” (“Other Attachments”)

- **Completed, signed and stamped form Appendix 7:** Statement Concerning Restrictions of Business Activities.

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

3. ECONOMIC AND FINANCIAL CAPABILITY

- 3.1 The Bidder shall complete Appendix 2: Bid – Prices and submit a price specification.**

EVIDENCE:

- **Completed, signed and stamped form Appendix 2: Bid – Prices**
– upload under the section “Predračun” (“Proforma Invoice”) and enter the amount in the “Total Bid Price” section)

- **Price specification, listing individual costs of goods and services, transport, import fees, etc.**
– *upload under the section “ostale priloge” (“Other Attachments”)*

3.2 The Bidder shall confirm the Umbrella Statement.

EVIDENCE: *upload under the section “ostale priloge” (“Other Attachments”)*

- Completed, signed and stamped form in **Appendix 3** – Umbrella Statement.

3.3 Subcontractors

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

- **Appendix 8:** Subcontractor’s Details
- **Appendix 9:** Participation of Subcontractors.

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

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

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

3.4 The Bidder shall sign and stamp the Draft Framework Agreement included in this Invitation to Tender.

EVIDENCE: *upload under the section “ostale priloge” (“Other Attachments”)*

- Signed and stamped **Appendix 10** – Draft Framework Agreement.

The Bidder may propose modifications and amendments to the Framework Agreement. If the Bidder proposes amendments related to the contractual penalty, the questions needs to be submitted in accordance with the manner set in Point 3, Chapter II hereunder.

4. TECHNICAL SUITABILITY

4.1 The Bidder shall guarantee that the services offered comply with the Contracting Authority’s technical requirements herein.

EVIDENCE: *upload under the section “ostale priloge” (“Other Attachments”)*

- Attached required technical specifications.

IV. BID EVALUATION AND NEGOTIATIONS

The Contracting Authority will select **the most advantageous Bid for the entire Framework Agreement** provided the Bid meets the conditions set forth under Chapter III – *Methodology for verifying the Bidder's competence to perform the Framework Agreement*. The selection will be based on the lowest value of the Bid in Euros, exclusive of VAT.

EVIDENCE:

- **Appendix 2: BID – PRICES**

The Contracting Authority will determine the lowest value of the Bid following the formula below, representing the estimated expenditure during the training exercise:

$$[1 \times P^1] + [16 \times P^2] + [2 \times P^3]$$

P¹ = Value of Item 1 [»Target-towing aircraft deployment« in EUR exclusive of DDV]

P² = Value of Item 2 [»Target-towing flight – Hourly rate« in EUR exclusive of DDV]

P³ = Value of Item 3 [»Loss or damage of towing equipment« in EUR exclusive of DDV]

The Contracting Authority will conduct the negotiations and evaluate the Bids as follows:

Phase 1: the Contracting Authority will examine the Bids received following their public opening. In this phase, the Contracting Authority may request the Bidders that have submitted all information required for evaluation, to correct any formal irregularities, submit any clarifications and correct any calculation errors. The Contracting Authority will coordinate the execution of the Subject of the Framework Agreement with the Bidders.

Phase 2: The Contracting Authority will conduct negotiations over the prices with the Bidders that submitted formally complete and appropriate Bids. During the negotiations, the Contracting Authority will announce the final round thereof in advance. The final round of negotiations may be repeated only if two or more Bids offer the same total value deemed as the lowest.

Phase 3: The Bidders will submit their final Bids.

Phase 4: following public opening of the Final Bids, the Bids will be ranked based on the evaluation criterion stated above. The Contracting Authority will examine the most advantageous Bid to establish whether the said Bid is correct and acceptable and thus complete. If the most advantageous Bid is not complete, the Bid ranked second will be examined for the same purpose. This procedure will be repeated until the Bid being examined is deemed complete.

The Contracting Authority reserves the right to merge the phases mentioned above.

If a Bidder fails to enter into negotiations within the time given, the Contracting Authority will take into consideration the said Bidder's Bid that was submitted last.

The Contracting Authority will conduct negotiations even if only one Bid is received for this public contract award procedure.

V. TECHNICAL REQUIREMENTS OF THE CONTRACTING AUTHORITY**Subject of the procurement procedure:**

No.	Item	Unit	Estimated quantity
1	Target-towing aircraft deployment (including ferry flights to Andravida AFB)	set	1
2	Target towing flight	hour	16
3	Loss or damage of towing equipment	item	2

The value of the service shall be calculated based on actual flight hours and used, lost or damaged equipment. The service shall be deemed completed successfully once an authorized representative of the Contracting Authority signs the *Acknowledgement of successful execution of service* (appended to the Draft Framework Agreement).

General Description

From 9 to 13 November 2026, the 152nd Fixed Wing Squadron ("FWS") of the Slovenian Armed Forces' 15th Wing will conduct an air-to-air live-fire training exercise in the Hellenic Republic, hosted and supported by the Hellenic Air Force.

The 152nd FWS will be operating from the Andravida Air Force Base, utilizing a Hellenic Air Force range over the sea. 152nd FWS will deploy up to four (4) Pilatus PC-9M aircraft for the exercise, each armed with two (2) 12.7 mm guns.

The purpose of the exercise is to perform live-firing activities on air-towed targets to test the competence of the aircraft crews and check the technical status and reliability of operation of the Pilatus PC-9M aircraft with 12.7 mm guns against aerial targets.

Services requested

A target-towing aircraft deploying air-towed sleeve targets with scoring capability and other required equipment to provide air-towed target service for air-to-air live-fire with 12.7 mm guns.

Details, limitations, and technical specifications**1. Preparation**

A mandatory safety briefing will be conducted either online (video meeting) before deployment or no later than up to and including 8 November 2026 in person.

2. Deployment

The target-towing aircraft shall arrive at the Andravida Air Base up to and including 8 November 2026.

3. Execution

Duration: 9. – 12. November 2026, a one (1) hour slot on the firing range LGD-61 twice per day; 09:00-10:00 and 13:00-14:00 local time. Times are subject to change based on operational and environmental conditions.

The target-towing aircraft must also be available on 13 November 2026 (reserved date) to compensate for any cancelled slots from previous days, if needed.

In total, the Contracting Authority estimates four (4) flying days with up to three (3) hours of flight per day (take-off, target preparation, flight to LGD-61, live-fire training, return to Andravida and landing, twice per flying day) for the target-towing aircraft.

4. Redeployment

Redeployment of the target-towing aircraft is possible on 13 November 2026 (after the second slot debriefs) or 14 November 2026.

5. Target specifications

- target type: air-towed sleeve target with the capability to record firing results,
- target dimensions: at least 4-meter-long soft sleeve target,
- target speed: ideally 180 KIAS (Knots Indicated Air Speed); the acceptable operating range is no less than 140 KIAS and no higher than 220 KIAS.

6. Airport fees

Cost of fuel, aircraft parking, handling, landing, and navigation fees for services performed at the Andravida Air Base will be covered by the Slovenian Armed Forces according to governing agreements with the Hellenic Republic and the Hellenic Air Force.

Appendix 1: Bidder's Details**BIDDER'S DETAILS**

**MORS 285/2026 – ON – PSPS
EXECUTION OF AN AERIAL GUNNERY LIVE FIRE EXERCISE**

Bid number: _____

Date: _____

BIDDER'S FULL NAME	
LEGAL REPRESENTATIVE	
BIDDER'S ADDRESS (REGISTERED OFFICE)	
The Common Classification of Territorial Units for Statistics (NUTS), as required for the purpose of publishing the contract award notice	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (to receive official mail)	
POINT OF CONTACT – THE FRAMEWORK AGREEMENT ADMINISTRATOR (mobile phone number)	
PERSON AUTHORISED TO SIGN THE FRAMEWORK AGREEMENT	
IBAN	
SWIFT OF THE BIDDER'S BANK	
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

(Bidder completes the right column)

Place and date

Stamp

Signature of an authorized person

APPENDIX 2: Bid – Prices

Appendix 2 is a separate document that forms an integral part of the Invitation to Tender.

Appendix 3

UMBRELLA STATEMENT

We hereby confirm that:

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

We hereby declare that:

- We are aware that the Contracting Authority has published this public contract on the Public Procurement Portal;
- In preparing our Bid, we have been obligated to and have taken into account the questions and the answers, the notices and other communications that have been published on the Public Procurement Portal in relation to this public contract;
- We have not changed the provisions of the Invitation to Tender published on the Public Procurement Portal in relation to this public contract award procedure;
- All copies of documents enclosed in our Bid correspond to the originals;
- Neither law nor any other regulation precludes us from concluding a Framework Agreement for subject to this public contract;
- 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 judgment with the res judicata effect concerning our professional competence in performing activities relative to the subject of the public contract in question;
- We have adopted a statement on safety, in accordance with the Occupational Health and Safety Act;
- In preparing our Bid, we have taken account of the applicable legislation relating to professional secrecy;
- We agree that, congruent with Article 72 of ZJNPOV, the Contracting Authority is entitled to verify the Bid by acquiring the information specified under Paragraph 15, Article 31 of ZJNPOV from the central information system – e-Dosje.

Place and date

Stamp

Signature of Bidder's legal
representative

APPENDIX 4 – TO BE SUBMITTED BY FOREIGN BIDDERS**S T A T E M E N T**

We hereby declare that neither the Bidder

(Name, address and head office)

nor its legal representative(s)

(name and surname)

(name and surname)

(name and surname)

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

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

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

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

If the Bidder intends to perform the Framework Agreement through subcontractors, the aforementioned condition should also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor. If the Subcontractor engaged by the Bidder is a Slovenian company, they must comply with the above conditions by submitting a modified version of Appendix 4 for Slovenian Bidders.

Place and date

Stamp

Signature of Bidder's legal
representative

APPENDIX 4 – TO BE SUBMITTED BY SLOVENIAN BIDDERS**I Z J A V A I N P O O B L A S T I L O**

Izjavljamo, da ponudnik

(naziv, naslov in sedež ponudnika)

in ponudnikov(-i) zakoniti zastopnik(-i)

(ime in priimek)

(ime in priimek)

(ime in priimek)

ni(-sta,-so) bil(-a,-i) pravnomočno obsojen(-i) za naslednja kazniva dejanja po Kazenskem zakoniku (Uradni list RS, št. 50/12 - uradno prečiščeno besedilo, 54/15, 6/16 - popr., 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 – ZZNŠPP in 16/23; v nadaljnjem besedilu: KZ-1) ali za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča:

- terorizem (108. člen KZ-1),
- financiranje terorizma (109. člen KZ-1),
- ščuvanje in javno poveličevanje terorističnih dejanj (110. člen KZ-1),
- novačenje in usposabljanje za terorizem (111. člen KZ-1),
- spravljanje v suženjsko razmerje (112. člen KZ-1),
- trgovina z ljudmi (113. člen KZ-1),
- sprejemanje podkupnine pri volitvah (157. člen KZ-1),
- kršitev temeljnih pravic delavcev (196. člen KZ-1),
- goljufija (211. člen KZ-1),
- protipravno omejevanje konkurence (225. člen KZ-1),
- povzročitev stečaja z goljufijo ali nevestnim poslovanjem (226. člen KZ-1),
- oškodovanje upnikov (227. člen KZ-1),
- poslovna goljufija (228. člen KZ-1),
- goljufija na škodo Evropske unije (229. člen KZ-1),
- preslepitev pri pridobitvi in uporabi posojila ali ugodnosti (230. člen KZ-1),
- preslepitev pri poslovanju z vrednostnimi papirji (231. člen KZ-1),
- preslepitev kupcev (232. člen KZ-1),
- neupravičena uporaba tuje oznake ali modela (233. člen KZ-1),
- neupravičena uporaba tujega izuma ali topografije (234. člen KZ-1),
- ponareditev ali uničenje poslovnih listin (235. člen KZ-1),
- izdaja in neupravičena pridobitev poslovne skrivnosti (236. člen KZ-1),
- zloraba informacijskega sistema (237. člen KZ-1),

- zloraba notranje informacije (238. člen KZ-1),
- zloraba trga finančnih instrumentov (239. člen KZ-1),
- zloraba položaja ali zaupanja pri gospodarski dejavnosti (240. člen KZ-1),
- nedovoljeno sprejemanje daril (241. člen KZ-1),
- nedovoljeno dajanje daril (242. člen KZ-1),
- ponarejanje denarja (243. člen KZ-1),
- ponarejanje in uporaba ponarejenih vrednotnic ali vrednostnih papirjev (244. člen KZ-1),
- pranje denarja (245. člen KZ-1),
- zloraba negotovinskega plačilnega sredstva (246. člen KZ-1),
- uporaba ponarejenega negotovinskega plačilnega sredstva (247. člen KZ-1),
- izdelava, pridobitev in odtujitev pripomočkov za ponarejanje (248. člen KZ-1),
- davčna zatajitev (249. člen KZ-1),
- tihotapstvo (250. člen KZ-1),
- zloraba uradnega položaja ali uradnih pravic (257. člen KZ-1),
- oškodovanje javnih sredstev (257.a člen KZ-1),
- izdaja tajnih podatkov (260. člen KZ-1),
- jemanje podkupnine (261. člen KZ-1),
- dajanje podkupnine (262. člen KZ-1),
- sprejemanje koristi za nezakonito posredovanje (263. člen KZ-1),
- dajanje daril za nezakonito posredovanje (264. člen KZ-1),
- hudodelsko združevanje (294. člen KZ-1).

Pooblaščamo naročnika, Ministrstvo za obrambo, Vojkova cesta 55, 1000 Ljubljana, da lahko pridobi podatke iz kazenske evidence (za ponudnika in zakonite zastopnike) za postopek oddaje javnega naročila št. MORS 285/2026 – ON – PSPS.

Kraj in datum

Žig

Podpis zakonitega zastopnika
ponudnika

APPENDIX 4A – TO BE SUBMITTED BY FOREIGN BIDDERS

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

For the purposes of the public contract award procedure **MORS 285/2026 – ON – PSPS: “Execution of an Aerial Gunnery Live-Fire Exercise”** carried out by the Ministry of Defence of the Republic of Slovenia and congruent with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia Nos. 90/12, 90/14 – ZDU-1I, 52/16, 122/23 and 83/25-ZOUL hereinafter: ZJNPOV) I, _____, residing at _____, issue this

DECLARATION OF NO CRIMINAL RECORD

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

Place and date

Signature

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

If the Bidder intends to perform the Framework Agreement through subcontractors, the aforementioned condition must also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor. If the Subcontractor engaged by the Bidder is a Slovenian company, they must comply with the above conditions by submitting a modified version of Appendix 4A for Slovenian Bidders.

APPENDIX 4A – TO BE SUBMITTED BY SLOVENIAN BIDDERS

PODATKI FIZIČNE OSEBE

IME IN PRIIMEK (obvezen podatek): _____

EMŠO (obvezen podatek): _____

Podatke podajam za namen preverjanja dejstev, vpisanih v Kazensko evidenco, za postopek oddaje javnega naročila št. MORS 285/2026 – ON – PSPS.

DATUM:

PODPIS FIZIČNE OSEBE:

APPENDIX 4B – TO BE SUBMITTED BY FOREIGN BIDDERS

TO BE COMPLETED BY A LEGAL PERSON

For the purposes of the public contract award procedure **MORS 285/2026 – ON – PSPS: “Execution of an Aerial Gunnery Live-Fire Exercise”** carried out by the Ministry of Defence of the Republic of Slovenia and congruent with the provisions of the Public Procurement in the Defence and Security Sector Act (Official Gazette of the Republic of Slovenia nos. 90/12, 90/14 – ZDU-1I and 52/16, 122/23 and 83/25-ZOUL hereinafter: ZJNPOV) I, _____, residing at _____, as the managing director of the company _____, registration no. _____, issue this

DECLARATION OF NO CRIMINAL RECORD

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

Place and date

Stamp

Signature

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

If the Bidder intends to perform the Framework Agreement through subcontractors, the aforementioned condition must also be met by each subcontractor. To this end, this Appendix should also be duly completed by each subcontractor. If the Subcontractor engaged by the Bidder is a Slovenian company, they must comply with the above conditions by submitting a modified version of Appendix 4B for Slovenian Bidders.

APPENDIX 4B – TO BE SUBMITTED BY SLOVENIAN BIDDERS

PODATKI O PRAVNI OSEBI

Polno ime podjetja: _____

Sedež podjetja: _____

Občina sedeža podjetja: _____

Številka vpisa v sodni register (št. vložka): _____

Matična številka podjetja: _____

Podatke podajamo za namen preverjanja dejstev, vpisanih v Kazensko evidenco, za postopek oddaje javnega naročila št. MORS 285/2026 – ON – PSPS.

Kraj in datum

Žig

Podpis zakonitega zastopnika
ponudnika

Appendix 5

S T A T E M E N T

Bidder

 (name, address and registered office)
Under criminal and material liability we hereby declare, that:

- on the closing date for Bid submission, we will not have been disqualified from participating in public contract award procedures due to being placed onto the list of Bidders with negative references under Article 73 of ZJNPOV or Article 110 of Public Procurement Act and, in the 3-year period preceding the Bid submission closing time, we have not been fined twice with a final decision of a competent authority of the Republic of Slovenia or another Member State or a third country for an offence related to payment of work.
- we fulfil the conditions stated in Point 2.2., Chapter III of this Invitation to tender and declare that the country where we have our head office does not issue attestations confirming the aforementioned conditions. – **TO BE INCLUDED IN CASE THE COUNTRY OF THE FOREIGN BIDDER DOES NOT ISSUE ATTESTATIONS TO CONFIRM THE FULFILMENT OF CONDITIONS STATED IN POINT 2.2., CHAPTER III OF THIS INVITATION TO TENDER.**

 Place and date

 Stamp

 Signature of an authorized person

Appendix 6***Bidder's letterhead***

(Please print)

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

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

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

Bidder's company: _____

Bidder's head office (full address): _____

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

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

Bidder's ownership structure:

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

Natural person no. 1:

Name: _____

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

Share of bidder's ownership: _____

Silent partner (please mark): YES ☐ NO ☐

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

Natural person no. 2:

Name: _____

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

Share of bidder's ownership: _____

Silent partner (please mark): YES ☐ NO ☐

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

Natural person no. 3:

Name:

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

Share of bidder's ownership: _____

Silent partner (please mark): YES ☐ NO ☐

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

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

1.2. Details of the participation of legal persons in bidder's ownership, including whether legal person is an operator of a silent company:

Name of legal person:

Head office of legal person:

Share of bidder's ownership:

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

Legal person is also the operator of a silent company
(Please mark):

YES ☐

NO ☐

Legal person is owned by the following natural persons:

Name:

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

Share of bidder's ownership: _____

Silent partner (please mark): YES ☐ NO ☐

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

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

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

Name of legal person:

Head office of legal person:

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

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

Name of legal person:

Head office of legal person:

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

connected as _____

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

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

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

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

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

Place and date

Name of a legal representative

Signature of a legal representative

Stamp

Appendix 7

STATEMENT CONCERNING RESTRICTIONS OF BUSINESS ACTIVITIES¹

MORS 285/2026 – ON – PSPS
EXECUTION OF AN AERIAL GUNNER LIVE FIRE EXERCISE

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

(information that identifies the natural person, such as Personal Identification Number)

hereby declare that neither _____ (business entity⁴),
 _____ (registration number of the business entity) nor I am in any way linked to any official, and, to the best of my knowledge, neither it 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 Integrity and Prevention of Corruption Act, Paragraph 1, Article 35 (Official Gazette of the Republic of Slovenia, no. 69/11 – official consolidated text, 158/20 and 3/22-ZDeb).

Place and date

Stamp

Signature of natural or responsible
person

If the Bidder intends to perform the Framework Agreement through subcontractors **while utilizing direct payments to the subcontractors**, the conditions specified above must also be fulfilled by any subcontractor engaged. For that purpose, the subcontractor is required to complete this Appendix

ZIntPK, Paragraph 1, Article 35:

A public sector body or organisation which is committed to conducting a public procurement procedure in accordance with the regulations on public procurement or which carries out 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 the 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.*

¹ This Statement shall be submitted in a procedure for granting concessions, entering into any forms of public-private partnership, or in a public procurement procedure, or, if the latter was not carried out, before signing a contract with a public sector body or organisation specified under ZIntPK, Paragraph 1, Article 35.

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

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

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

APPENDIX 8**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 accordance with Article 72 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority is entitled to verify the Bid submitted in this contract award procedure by obtaining the information referred to in Article 31(15) of the aforementioned Act (ZJNPOV) from the central information system – e-Dosje.

SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT

Concerning the public contract **MORS 285/2026 – ON – PSPS: EXECUTION OF AN AERIAL GUNNERY LIVE-FIRE EXERCISE**, and 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 the services rendered, based on a confirmed invoice or statement issued by the Main Contractor.

SUBCONTRACTOR'S CONSENT

We hereby consent to the Contracting Authority settling our claim against the Bidder or the Main Contractor _____ instead of the Bidder or the Main Contractor.
This Request and Consent shall form an integral part or appendix the Framework Agreement.

Place and date_____
Stamp_____
Signature of responsible person**NOTE:** Please photocopy the form for each Subcontractor.

APPENDIX 9**PARTICIPATION OF SUBCONTRACTORS**

For the purposes of the public procurement procedure _____, we hereby declare that we SHALL be performing the Framework Agreement with the involvement of a subcontractor, and hereby provide the indicative value of their share in the Framework Agreement.

In Bid _____, the subcontractor _____ (name) is included in the total Bid value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, which represents approximately _____ % of the total Bid value. The aforementioned subcontractor shall perform the following part of the Framework Agreement: _____ (specify the portion of the works/services to be subcontracted).

In Bid _____, the subcontractor _____ (name) is included in the total Bid value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, which represents approximately _____ % of the total Bid value. The aforementioned subcontractor shall perform the following part of the Framework Agreement: _____ (specify the portion of the works/services to be subcontracted).

In Bid _____, the subcontractor _____ (name) is included in the total Bid value in the indicative amount of EUR _____ excluding VAT, or EUR _____ including VAT, which represents approximately _____ % of the total Bid value. The aforementioned subcontractor shall perform the following part of the Framework Agreement: _____ (specify the portion of the 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.

Place and date

Stamp

Signature of responsible person

NOTE:

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

Appendix 10: Draft Framework Agreement

By submitting their Bid, the Bidder confirms that they are cognizant of, and agree with, the content of the contractual provisions. Furthermore, the Bidder's signature will confirm their agreement with the fact that after the potential signing of the Framework Agreement, the Framework Agreement will be published at 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).

CONTRACTING AUTHORITY:	Signatory:
The Republic of Slovenia, Ministry of Defence, Vojskova cesta 55, 1000 Ljubljana Represented by _____, Minister	
VAT Identification No.: 47978457	Telephone: +386 1 471 22 11
Registration No.: 5268923000	
Account No.: 01100-6370191114	E-mail: glavna.pisarna@mors.si

and

CONTRACTOR:	Signatory:
Represented by _____	
VAT Identification No.:	Telephone:
Registration No.:	
Account No.:	E-mail:

conclude the following

FRAMEWORK AGREEMENT FOR THE EXECUTION OF AN AERIAL GUNNERY LIVE-FIRE EXERCISE

Introductory provision

Article 1

The Contracting Parties hereby acknowledge that the Contracting Authority has carried out a public procurement procedure MORS 285/2026 – ON – PSPS, following negotiated procedure with a prior publication of a notice, for the provision of an aerial gunnery live-fire exercise, pursuant to Article 21 of the Public Procurement in the Defence and Security Sector Act (The Official Gazette of the Republic of

Slovenia no. 90/12, 90/14-ZDU1I, 52/16, 122/23 and 83/25-ZOUL; hereinafter: ZJNPOV) and in accordance with the Invitation to Tender No. 430-352/2026-2 dated _____.

The Contractor has been selected based on the Contract Award Decision No. 430-352/2026-__ dated _____, which took effect on _____.

Subject of Framework Agreement

Article 2

The Contractor hereby undertakes to execute an aerial gunner live-fire exercise for the Contracting Authority (hereinafter: Service), as per the Contracting Authority's requirements set forth in the Invitation to Tender MORS 285/2026 – ON – PSPS and the Bidding Documentation No. _____ dated _____, appended hereto to constitute an integral part of this Framework Agreement.

Framework Agreement Value, Place and Duration of Service

Article 3

The estimated value of the Framework Agreement shall amount to 491.803,28 EUR, exclusive of value added tax (hereinafter: VAT) or EUR 600.000,00, inclusive of VAT. VAT shall be calculated and paid by the Contracting Authority in compliance with applicable legislation.

The Contractor shall provide the Service below to the Contracting Authority at the prices quoted below:

No.	Item	Unit	Estimated quantity	Price per unit in EUR, exclusive of VAT	Price per unit in EUR, inclusive of VAT	Total price in EUR, inclusive of VAT
1	Target-towing aircraft deployment (including ferry flights to Andravida AFB)	set	1			
2	Target towing flight	hour	16			
3	Loss or damage of towing equipment	item	2			

The value of Service is indicative and not binding on the Contracting Authority and it will be calculated based on the actual flight hours and used, lost or damaged equipment. 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.

The Contractor shall provide the Service to the Contracting Authority at the Andravida Air Force Base, Greece, during 9. – 13. November 2026.

Payment Terms

Article 4

The Contractor shall submit the e-invoice for the Service, containing the Contracting Authority's Framework Agreement number, within five (5) calendar days from the date of the successfully implemented and accepted Service.

The invoice submitted shall include:

- Acknowledgement of Successful Execution of Service, duly completed and signed by the Contracting Authority.

The e-invoice shall be addressed at:

GENERALŠTAB SLOVENSKE VOJSKE

Vojkova cesta 55

1000 LJUBLJANA

DAVČNA ŠTEVILKA: 81027273

- with the following notice: to be delivered to the Logistics Directorate (Finance), ref. no. 104

The Contracting Authority shall pay the e-invoice, which shall serve as the basis for payment, within thirty (30) days counting from the day following the official receipt of the e-invoice at the Contracting Authority's address.

In case of a claim, the e-invoice shall be rejected. Upon the receipt of a new e-invoice, issued after the claim has been settled, payment shall be carried out within thirty (30) days after receipt of a new e-invoice. The payment deadline shall begin the day following the official receipt of the e-invoice, which shall serve as the basis for payment, at the Contracting Authority's address.

If the Contracting Authority fails to settle the e-invoice in due time, the Contractor will be entitled to demand interests for late payment.

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

Quality of Service

Article 5

The Contractor agrees that all provided Services shall meet the technical requirements as set by the Contracting Authority in the Invitation to tender and laid down in the Bidding Documentation, shall comply with existing standards and guidelines, and shall be performed by authorized and professionally trained individuals.

Quality Acceptance

Article 6

The Service provided shall be confirmed by an authorized representative of the Contracting Authority who shall sign the Acknowledgement of Successful Execution of Service which is an appendix to this Framework Agreement and which shall contain all data required for payment (specification of the delivered service). The Contracting parties agree the Service shall be deemed completed once the Acknowledgement of Successful Execution of Service is signed.

Subcontractors

Article 7

(Applicable only if the Contractor intends to execute the Framework Agreement with Subcontractors)

The Contractor shall perform the Services subject hereto 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 Framework Agreement to be performed by the stated subcontractor: type of work, quantity, indicative value in EUR without VAT, location and the timeframe in which the services are to be performed).
- _____ (include: name, full address, registration number, VAT identification number, bank account). This subcontractor shall perform _____

_____ (include information on the portion of the Framework Agreement to be performed by the stated subcontractor: type of work, quantity, indicative value in EUR without VAT, location and the timeframe in which the services are to be performed).

The specified indicative values are not binding and shall be calculated based on the actual flight hours and used, lost or damaged equipment. The Contractor undertakes to 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 not authorized by the Contracting Authority, the Contracting Authority may withdraw from the Framework Agreement.

(Applicable only if the Contractor intends to execute the Framework Agreement without Subcontractors)

The Contractor shall not engage Subcontractors for the Services subject hereto.

The Contractor hereby undertakes to obtain the Contracting Authority's written authorization prior to awarding any subcontract. If the Contracting Authority establishes that the Services hereunder are performed by a Subcontractor not authorized by the Contracting Authority, the Contracting Authority may withdraw from this Framework Agreement.

Anti-corruption Clause

Article 8

Any Framework Agreement shall be null and void if any person in any phase of the Framework Agreement promises, offers or gives any undue advantage to the representative or agent of a public sector body or organization on behalf or for the account of another Contracting Party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of Contractual obligations from or for the purpose of 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, the other Contracting Party or its representative, agent or intermediary are put in a position to obtain an undue advantage.

Withdrawal from Framework Agreement

Article 9

The Contracting Authority shall have the right to withdraw herefrom and demand reimbursement for potential damage, if the Contractor:

- Becomes insolvent, or if a court order for the payment of debts has been issued against the Contractor, if the Contractor is facing compulsory settlement or bankruptcy, or if the Contractor as a legal person 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 Contractor's company or assets or if a similar act has been initiated against him as a result of debt.
- Fails to provide the Service within the delivery deadline specified in Article 3 of this Framework Agreement.
- Enters into a subcontract with a subcontractor contrary to the provisions stipulated under the Subcontractors Clause included herein.
- Fails to fulfil his obligations hereunder in the manner prescribed herein.

If the Contractor withdraws from the Framework Agreement after the Framework Agreement has been concluded and thus fails to fulfil his contractual obligations for reasons attributed to him, the provisions stipulated under the Contractual Penalty Clause hereof shall also apply for such non-performance.

Contractual penalty

Article 10

If the Contractor fails to deliver the Service to the Contracting Authority by the date agreed hereunder for the execution thereof, for reasons that cannot be attributed to Force Majeure or the Contracting Authority, the Contractor shall pay to the Contracting Authority a contractual penalty in the amount equal to five per mil (5 ‰) of the Total Value of the Framework Agreement, exclusive of VAT, for each day of such delay; but not more than fifteen percent (15 %) of the Total Value of Framework Agreement, exclusive of VAT.

Should the Contractor fail to deliver the Service hereunder, the Contractor shall pay to the Contracting Authority a contractual penalty in the amount equal to fifteen percent (15 %) of the Total Value of the Framework Agreement, exclusive of VAT, for non-delivery.

The Contractor hereby agrees that the Contracting Authority may recover any debt subject to contractual penalty by offsetting them against the financial obligations hereunder. Should this not be possible, the Contracting Authority shall issue a separate invoice to be paid by the Contractor within eight (8) days of receipt thereof.

Should the damage caused to the Contracting Authority exceed the amount charged as contractual penalty, the Contracting Authority shall have the right to demand that the remaining amount to full compensation be paid.

Framework Agreement Administration

Article 11

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

For the purposes of execution of this Framework Agreement, the Contracting Authority hereby authorizes _____; the Contractor authorizes _____.

Force Majeure

Article 12

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

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

Following the end of the Force Majeure event, both Parties shall prepare written records of any changes to the obligations under the Framework Agreement. If the Parties cannot agree thereon, the Party where 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 through the day the Framework Agreement has been terminated.

Final Provisions

Article 13

This Framework Agreement is concluded for the performance of Services during the timeframe defined in Article 3, and shall expire upon its conclusion.

Article 14

Should there be any changes to the Contractor's circumstances during the performance of the Framework Agreement, his contractual obligations shall be transferred to his legal successors in title.

Article 15

Either Contracting Party may propose modifications and amendments hereto. These shall be deemed effective if agreed in writing and included as an amendment hereto.

Changes of authorized representatives as specified under Framework Agreement Administration Clause may be reported by one Party to the other by a written notice thereof.

Article 16

The Contracting Parties agree on the Obligations Code (The Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text with amendments and modifications) to be used for any provision not agreed upon expressly under this Framework Agreement.

Article 17

The Contracting Parties shall seek settlement of any dispute arising from this Framework Agreement in an amicable way. Should that not be possible, the dispute shall come under the jurisdiction of a competent court of law in Ljubljana, Slovenia, and shall be resolved in accordance with Slovenian legislation.

Article 18

The Framework Agreement is signed electronically in Slovenian and English language. In the event of any discrepancy between the Slovenian version and the English version, the Slovenian version shall prevail.

The Parties hereby agree that the Framework Agreement shall take effect on the date that both Parties' signatures have been affixed.

Appendices:

- Bidding Documentation no. _____ dated _____.
- Acknowledgement of Successful Execution of Service.

APPENDIX TO THE FRAMEWORK AGREEMENT**ACKNOWLEDGEMENT OF SUCCESSFUL EXECUTION OF SERVICE**

Ministry of Defence, i.e. the Contracting Authority, _____,
 herewith acknowledges that the Service implemented at _____
 _____ from _____ to _____
 was rendered in compliance with Framework Agreement no. _____ dated
 _____, and as such **IS / IS NOT** of adequate quality.

The Contractor, _____, **IS / IS NOT** eligible for
 payment of Service in the amount of EUR _____, exclusive of VAT.

 Place and date

Stamp

 Name and signature of Contracting
 Authority's
 authorized representative

Appendix:

- specification of the delivered Service, inclusive of all costs.