



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

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INVITATION TO TENDER

for the

**Award of a Public Contract in the Defence and Security Sector
following the negotiated procedure with a prior publication notice**

for the purchase of the

MEDICAL MODULE FOR THE BELL 412 HEMS

MORS 21/2026-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 in response to this Invitation to Tender issued in accordance with the negotiated procedure with a prior publication notice for the selection of a Supplier to purchase the medical module for the Bell 412 HEMS.

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 – ZDU11, 52/16, 122/23 and 83/25-ZOUL; hereinafter: ZJNPOV).

2. REFERENCE NUMBER AND SUBJECT MATTER OF THE PUBLIC CONTRACT

2.1 Reference number: **MORS 21/2026–ON–PSPS**

2.2 The subject matter of the public contract is the **purchase of the medical module for the Bell 412 HEMS.**

The technical specifications for the subject matter of this public contract are set out in Section V: Technical Specifications. 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 "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 representative 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 via the e-JN system (<https://ejn.gov.si/>) no later than the closing date as set out in the contract notice published on the Public Procurement Portal. A Tender is deemed to have been submitted if it is marked with the status "SUBMITTED" in the e-JN information system.

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))

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.

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 "Pro-forma Invoice".

5. TENDER VALIDITY

The Tender, including all documentation relating thereto, shall remain valid for one hundred and twenty (120) days from the Tender submission deadline. The Tenderer confirms acceptance of this Tender validity period by submitting the Tender.

If, due to objective circumstances, the Contract is not signed within the Tender validity period, the Contracting Authority may request the Tenderer to extend the validity of the Tender, provided that any such extension 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. ESTIMATED DELIVERY

Expected by 25 November 2027. If the Tenderer believes that the goods cannot be delivered within the specified timeframe, it shall raise this issue by submitting a question on the Public Procurement Portal, in the manner specified in Section II, Point 3 of the tender documentation.

7. LOCATION OF DELIVERY

The selected Tenderer shall be required to deliver the ordered goods to the following location: Jernej Molan Barracks, Cerklje ob Krki 4a, 8263 Cerklje ob Krki.

8. TERMS OF PAYMENT

The Contracting Authority shall pay the e-invoice that will serve as the basis for payment within a maximum of thirty (30) days from the first day after the day of 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 Contract. 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. CONTRACT CONCLUSION

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

The selected Tenderer is obliged to return the signed contract within ten (10) days of receipt of the Contract, signed by the Contracting Authority. If it fails to do so despite having been duly invited, the Contracting Authority may, in accordance with Article 87 of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), submit a proposal to the infringement authority to initiate infringement proceedings.

11. RIGHT OF THE CONTRACTING AUTHORITY TO SUSPEND 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 prior to the opening of the Tender, 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). If the supporting documents are in another language, the Tenderer shall provide a translation into English or Slovenian.

3. CLARIFICATIONS AND DEADLINE FOR CLARIFICATIONS REGARDING THE TENDER DOCUMENTATION

An 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 matter 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 complete the form in Annex 2: Tender – Prices by indicating the Tender price as follows:

- All prices shall be quoted in euros (EUR), per unit, exclusive of Value Added Tax (hereinafter: VAT), to at least two decimal places. Otherwise, the Contracting Authority will round the price to two decimal places in accordance with standard rounding rules.
- Value Added Tax shall be calculated in accordance with the applicable legislation. Foreign Tenderers shall quote all prices without VAT – VAT shall be calculated and paid by the Contracting Authority after the delivery of goods and/or services.
- The prices shall include all costs, including discounts and fees, i.e., all costs the Contracting Authority will be bound to pay to the Tenderer.
- 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.
- The Contracting Authority shall not recognise any subsequent costs.
- Tender prices shall not be changed.

- Prices shall be calculated on the basis of a maximum payment period of thirty (30) days from the official receipt of the e-invoice, with the payment period commencing on the day following receipt of the document. Prices must remain valid for the entire period of validity of the Tender.
- The total Tender value shall be indicated for all of the goods requested.
- The price shall include the DDP delivery terms according to INCOTERMS 2020: delivered, secured and unloaded at:
Jernej Molan Barracks, Cerklje ob Krki 4a, 8263 Cerklje ob Krki;
- and shall also include packaging, which must fully protect the delivered goods from mechanical, chemical and other damage during transport.

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 Demonstrating the Tenderer's Eligibility and Capability to Perform the Public Contract.

The Contracting Authority shall conduct Tender evaluation and negotiations as specified under Section IV: Tender Evaluation and Negotiations.

8. SUBCONTRACTORS

The Tenderer shall be held fully responsible to the Contracting Authority for the execution of the order subject to the procurement procedure, irrespective of the number of Subcontractors engaged². 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 declaration. Accordingly, each Tenderer must submit the required documents individually.

² Subcontractor means any economic operator, either a legal entity or a natural person, who enters into a subcontract with the Contractor with whom the Contracting Authority concludes a Contract in compliance with the ZJNPOV Act in order to carry out the contract provisions, supply goods, deliver services or construction works closely related to the contract performance.

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

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 selected Tenderer's Tender 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 Tenderer 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 Tenderer shall define which parts of the Tender 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 Tenderer, as stipulated by the Act. 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 DEMONSTRATING THE TENDERER'S ELIGIBILITY AND CAPABILITY 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 reserves the right to verify the existence and accuracy of the information in the most advantageous Tender either before adopting the decision on the award of the contract or no later than before concluding the contract.

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

Prior to signing the contract, the Contracting Authority will verify whether any prohibition defined under Article 35 of the Integrity and Prevention of Corruption Act (hereinafter: ZIntPK) on restrictions of business activities applies. If so, this will 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 uploaded to 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:

- Form in **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 having the force of 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 form in Annex 4:** Statement under Criminal and Material Liability as a declaration on oath confirming that the Tenderer and its legal representatives, **if these are legal persons**, have not been convicted by a final judgement of the criminal offences defined in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative);
- **Completed and signed form in Annex 4A:** Personal Information – for each legal representative listed in Annex 4;
- **Completed, signed and stamped form in Annex 4B:** Legal Entity Data.

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 must be translated into Slovenian or English by a sworn court interpreter;

or

- **Completed, signed and stamped form in 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 criminal 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 ZIntPK Act, 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 form in 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, 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 Article 35(1) of the ZIntPK Act.

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

- **Completed and signed form in Annex 7:** Declaration on Restrictions on 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 The Tenderer shall confirm the Umbrella Declaration.

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

- **Annex 3 – Umbrella Declaration.**

3.2 The Tenderer shall complete the form Pro-forma Invoice, indicating the Tender prices in accordance with Section II.

EVIDENCE:

- **Completed and signed form in Annex 2: Pro-forma Invoice – shall be uploaded under the “Pro-forma Invoice” section and the total amount shall be entered in the “Total Tender Price” section.**
- **The price breakdown, which specifies the breakdown by individual type of goods, customs duties, transportation, margin, etc. – should be submitted in the “Other Annexes” section.**

In the event of discrepancies between the data listed in the “Pro-forma Invoice” section and the “Total Tender Value” section, the data in the Pro-forma Invoice uploaded to the “Pro-forma Invoice” section shall be considered valid.

The “Total Tender Price” entered in the corresponding field, as well as the document uploaded as the Tender estimate in the “Pro-forma Invoice” section, shall be visible and accessible during the public Tender opening.

3.3 The Tender shall confirm the Model Contract.

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

- **Annex 10 – Model Contract.**

The Tenderer may propose amendments and supplements to the Contract. If the Tenderer proposes amendments relating to the contractual penalty, such proposal shall be submitted in the manner specified in Section II, Point 3 hereof.

4. TECHNICAL REQUIREMENTS

4.1 The Tenderer shall ensure that the offered goods comply with the technical requirements of the Contracting Authority as set out in the Invitation to Tender. The manufacturer and type of the offered goods MUST be evident from the technical documentation.

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

- **Annex 8 – Declaration of Compliance with Technical Requirements;**
- **Completed table in Section V: Technical specifications;**
- **Required technical documentation.**

4.2 Data for the Planning and Monitoring of Asset Life Cycles

The request refers to the provision of technical data for the identification of material assets for entry into national and international register of material assets (NATO codification system) and constitutes a mandatory contractual requirement. The provision of technical data shall comply with SVS STANAG 4177 (Codification – Uniform System of Data Acquisition); the technical data shall be used to identify the subject matter of the contract, which must be completed prior to delivery of the contract subject matter to the Contracting Authority.

The Tenderer shall be required to provide all of the necessary data for the identification of the material assets to be supplied under this procedure. The selected Tenderer/Supplier shall, in coordination with the Contracting Authority, prepare a Proposal of material assets/item for identification, including prices, as soon as possible following the signature of the Contract, but at the latest upon the receipt of the goods, and submit it to the Contracting Authority for review and approval.

The Tenderer shall provide a declaration, made under criminal and material liability, stating that, if selected as a Supplier in this procedure, it will comply with all of the requirements of the Contracting Authority related to the submission of information for the planning and monitoring of the life cycle of the material assets to be purchased in this procedure.

The Contracting Authority undertakes not to disclose to any third party, without the Supplier's prior consent, any data obtained for the purposes of performing logistics processes.

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

- **Annex 9 – Declaration of Compliance Regarding Data for the Planning and Monitoring of the Life Cycle of Assets.**

IV. TENDER EVALUATION AND NEGOTIATIONS

The Contracting Authority will select the **most advantageous** Tender for the entire contract, provided the Tender meets the conditions set forth under Section III: Instructions on Demonstrating the Tenderer's Eligibility and Capability to Perform the Public Contract. The selection will be based on the lowest total value of the Tender, exclusive of VAT. The total value of the entire contract shall be considered.

EVIDENCE: ANNEX 2 – PRO-FORMA INVOICE: TOTAL TENDER VALUE IN EUR, EXCLUSIVE OF VAT

The Contracting Authority shall evaluate the Tender and conduct negotiations as follows:

Phase 1: The Contracting Authority will examine the Tenders received following their public opening. In this phase, the Contracting Authority may request the Tenderers that have submitted all of the information required for evaluation to correct any formal irregularities, submit any clarifications and correct any calculation errors. The Contracting Authority will coordinate the implementation of the subject matter of the contract with the Tenderers.

Phase 2: The Contracting Authority will conduct negotiations over the prices with the Tenderers that have submitted formally complete and appropriate Tenders. 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 Tenders offer the same total value deemed as the lowest.

Phase 3: The Tenderers will submit their Final Tenders.

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

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

V. TECHNICAL SPECIFICATIONS

The technical specifications specify the minimum Contracting Authority's requirements for the goods. If the offered goods do not meet the Contracting Authority's minimum technical requirements, the Tender shall be excluded from further consideration.

Subject matter of the contract: **Medical Module for the Bell 412 HEMS**

Quantity: **1x set of the Bell 412 HEMS 1 Patient Stryker M1**
1x set of the BELL 412 SAR // EMS 1 Patient

The Contracting Authority requires the delivery of the complete set. Should any part or component fail to be delivered, the Contracting Authority will regard the goods as not having been delivered in full.

Insofar as the interested Tenderer estimates that it can offer goods which deviate from the Contracting Authority's requirements in the technical specifications and is of the opinion that these goods meet the requirements of the Contracting Authority in terms of function, as laid out in the technical specifications, it may propose a modification to the Contracting Authority's technical specifications on the public procurement portal and justify this in a professional manner.

INSTRUCTIONS FOR COMPLETING THE TABLE:

Column number 2 sets out the requirements of the Contracting Authority. The Tenderer MUST fill out both columns 3 and 4:

- In column no. 3, the Tenderer MUST respond to the Contracting Authority's request from column no. 2, providing a description and other technical data.
- For all goods offered, the Tenderer shall submit the original manufacturer's publications with technical and user data in Slovenian or English, or in another language with a professional translation into Slovenian or English, and pictorial material (where possible) showing how it will meet the Contracting Authority's requirements.
- In column no. 4, the Tenderer shall indicate the number of the annex or the page with the attached technical documentation, confirming compliance with the Contracting Authority's requirements (INDICATE ACCORDINGLY).

Table No. 1: One set of BELL 412 EMS 1 Patient Stryker M1

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
1.	<u>MANUFACTURER, TYPE/CODE:</u>		
2.	<u>FUNCTIONAL REQUIREMENTS</u>		
2.1	The Emergency Medical Services (EMS) equipment designed to transport a single patient under close medical supervision.		
2.2	The system comprises: • Medical floor with integrated seat tracks for stretcher and Medical Equipment Carrier (MEC) installation, • Comfortable patient stretcher “Stryker M1” with an adjustable backrest and safety system, • Modular Medical Equipment Carrier (MEC) with integrated electrical and oxygen systems, • Option for incubator installation.		
2.3	The EMS system is designed for installation in the Bell 412 helicopter as a “quick-change” solution, enabling safe handling throughout all phases of flight – take-off, cruise and landing.		
3.	<u>TECHNICAL REQUIREMENTS:</u>		
3.1	The EMS unit: A five-module system designed to accommodate one intensive care patient and compliant with EASA regulations.		
3.2	Weight: 150 kg +/- 5kg		
3.3	Dimensions: Overall: height = 1,379–1,382 mm, width = 2,184–2,187 mm, length = 1,134–1,137 mm MEC (height = 1,005–1,008 mm, width = 1,539–1,542 mm, length = 461–464 mm)		
3.4	Installation / Removal: Quick attachment without modifications to the helicopter; installation time: 10min +/- 2min.		
3.5	Stretcher “Stryker M1”: Length = 1,900–2,000 mm; width = 550–620 mm; height = 300–1,000 mm; weight = 35 kg (including undercarriage).		
3.6	Stretcher frame: High-strength, corrosion-resistant aluminium; foldable undercarriage, multi-level height adjustment, integrated side tracks and IV holders.		
3.7	Mattress: Foam with an antimicrobial coating, heat-sealed seams, resistant to fluids and cleaning agents.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
3.8	Backrest: Backrest adjustable up to 60°, with mechanical locking and a stable position during transport.		
3.9	Harnesses: One 4-point harness + two 2-point harness; certified, simple for cleaning.		
3.10	Stretcher mounting: Ergonomic tool-free mounting system; compatible with the Stryker M1 and its undercarriage.		
3.11	Ventilator Mount (Hamilton T1): EASA Part 21-compliant support, integrated into the MEC.		
3.12	Defibrillator Mount (Corpuls C3): EASA Part 21-compliant support, integrated into the MEC.		
3.13	Mount for B. Braun Space Perfusor: For two pumps, with quick-release mechanism; integrated into the MEC.		
3.14	Mount for the "Accuvac Pro" Suction Device: EASA Part 21-compliant support, integrated into the MEC.		
3.15	Electrical System (Medical Power Distribution Unit – MPDU): Main Distribution Unit in the MEC; 14–28 V DC power supply, NVIS-compatible, digital Oxygen pressure monitoring with LED indication; requires a 28 V DC / 25 A connection from the helicopter.		
3.16	Oxygen Station: Support for 2x 5L, 200 bar cylinders with pressure regulator and DIN outlets; alarm system.		
3.17	Lighting: LED light, adjustable, dimmable, NVIS-compatible, 28 V DC / 200 mA.		
3.18	Infusion Hooks (IV): Two (or more) removable hooks on MEC.		
3.19	Conditions of Use: 24-hour continuous operation in demanding conditions.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
3.20	The set shall comprise: • Medical floor (with recessed incubator mounting system), • Stryker M1 stretcher with a safety system and undercarriage, • Rail in locker system, • Medical Equipment Carrier (MEC) with mounts for a monitor, ventilator, infusion pumps and suction device, • Mount for two oxygen cylinders, • 6 oxygen cylinders: 5L, 200 bars, • Integrated electrical and oxygen system, • LED light for patient illumination, • Infusion Hooks (IV), • DIN Oxygen outlets, • Ground Service Dolly, • Copies of EASA STC certificates, technical and user documentation.		
3.21	Medical Floor: The Adapter Floor enables rapid installation of EMS equipment using the helicopter's standard mounting points. Integrated MEC mounting tracks and a locking system for the Stryker M1.		
3.22	The "Quick Change Technology" system enables rapid installation and removal within minutes. Made of aluminium and lightweight materials; modular configuration with mounting brackets: - Corpuls C3 Monitor, - "Hamilton T1" Ventilator, - "Accuvac Pro" Suction Device, - Infusion Pump/perfusor "B. Braun Space", - Electrical Unit (MPDU), - Oxygen Station (DIN outlets, alarm).		
3.23	LED Work Light: Mounted on top of the MEC, it illuminates the patient and is NVIS-compatible, dimmable, and offers multiple colour modes.		
3.24	Blackout Curtain: Separates the cockpit from the cabin; mounted on tracks above the MEC; can be opened or closed as required.		
3.25	"Stryker M1" Stretcher: Stretcher for long-term patient transport. Stretcher features: - Hydraulically adjustable height, - Anti-decubitus mattress, - Anodized aluminium frame, - Backrest adjustable up to 60°, - Foldable fences, - 4- and 2-point harness, - Wheels for safe loading, - Compatibility with aircraft restraint system.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
3.26	Locking System: The system includes front (FWD) and rear (AFT) locking mechanisms connected by a guide track for positioning the stretcher. Removable and adaptable to incubators; AAT approval to be confirmed upon receipt of the order. The locking mechanism must be removable within a short period of time.		
4.	<u>STANDARDS COMPLIANCE:</u>		
4.1	EASA Part 21 Design and Manufacturing Requirements		
4.2	EASA CS-29 Large Helicopters Standards		
4.3	All materials, fasteners, electrical systems and oxygen systems are tested in accordance with applicable aviation standards.		
5.	<u>LIFE SPAN:</u>		
5.1	<u>The life span is at least ten (10) years from the date of the quality acceptance of the goods.</u>		
6.	<u>WARRANTY:</u>		
6.1	<u>The warranty period of at least twelve (24) months from the date of the quality acceptance of the goods.</u>		
7.	<u>UPON DELIVERY, THE TENDERER SHALL PROVIDE THE FOLLOWING:</u>		
7.1	<u>A detailed technical specification of the offered goods, provided in Slovenian or English, clearly demonstrating compliance with the Contracting Authority's technical requirements.</u>		
8.	<u>UPON DELIVERY, THE TENDERER SHALL PROVIDE THE FOLLOWING:</u>		
8.1	Warranty Certificate.		
8.2	A spare parts catalogue in Slovenian or English		
8.3	Instructions for basic maintenance in Slovenian and English.		
8.4	Instructions for use in Slovenian and English.		

Table No. 2: One set of BELL 412 SAR // EMS 1 Patient

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
1.	<u>MANUFACTURER, TYPE/CODE:</u>		
2.	<u>FUNCTIONAL REQUIREMENTS:</u>		
2.1	The Emergency Medical Services (EMS) equipment designed to transport a single patient under close medical supervision.		
2.2	The system comprises: • Medical floor panel with integrated seat tracks and stretcher mounting system; • Lightweight and durable rescue stretcher with a mechanically adjustable backrest and four-point and two-point restraint systems. • Medical Equipment Carrier (MEC) for the installation of medical equipment • An integrated electrical and oxygen system compliant with applicable aviation standards.		
2.3	The EMS system is designed for installation in the Bell 412 helicopter as a “quick-change” solution, enabling safe handling throughout all phases of flight – take-off, cruise and landing.		
3.	<u>TECHNICAL REQUIREMENTS:</u>		
3.1	The EMS unit: A five-module system designed to accommodate one intensive care patient and compliant with EASA regulations.		
3.2	Weight: 125 kg +/- 5kg		
3.3	Dimensions: Overall: height = 1,379–1,382 mm, width = 2,184–2,187 mm, length = 1,134–1,137 mm MEC (height = 1,005–1,008 mm, width = 1,539–1,542 mm, length = 461–464 mm)		
3.4	Installation / Removal: Quick attachment without modifications to the helicopter; installation time: 10min +/- 2min.		
3.5	AAT rescue stretcher: Length = 1,850 mm; width = 450 mm; height = 100 mm; weight = 13 kg (including mattress).		
3.6	Stretcher frame: High-strength, corrosion-resistant aluminium; durable and reliable.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
3.7	Mattress: Easy-to-clean, disinfectant-resistant coating, resistant to bodily fluids.		
3.8	Backrest: Adjustable backrest to 60°, with mechanical locking and a stable position during transport.		
3.9	Harnesses: One 4-point + two 2-point harness; certified, easy to clean, and labelled with identification labels indicating compliance and certification.		
3.10	Stretcher mounting: Ergonomic tool-free locking system for mounting to the medical floor.		
3.11	“Hamilton T1” Ventilator Mount: EASA Part 21-compliant support, integrated into the MEC.		
3.12	“Corpus C3” Defibrillator Mount: EASA Part 21-compliant support, integrated into the MEC.		
3.13	Mount for the B. Braun Space Perfusor: For two pumps, with quick-release mechanism; integrated into the MEC.		
3.14	Mount for the “Accuvac Pro” Suction Device: EASA Part 21-compliant support, integrated into the MEC.		
3.15	Electrical System (Medical Power Distribution Unit – MPDU): Main Distribution Unit in the MEC; 14–28 V DC power supply, NVIS-compatible, digital Oxygen pressure monitoring with LED indication; requires a 28 V DC / 25 A connection from the helicopter.		
3.16	Oxygen Station: Support for 2x 5L, 200 bar cylinders with pressure regulator and DIN outlets; alarm system.		
3.17	Lighting: LED light, adjustable, dimmable, NVIS-compatible, 28 V DC / 200 mA.		
3.18	Infusion Hooks (IV): Two (or more) removable hooks on MEC.		
3.19	Conditions of Use 24-hour continuous operation in demanding conditions.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: Annex / page
1	2	3	4
3.20	The set shall comprise: • Medical floor panel with a recessed locking system for the rescue stretcher and integrated tracks, • AAT Rescue Stretcher, • Medical Equipment Carrier (MEC) with mounts for a monitor, ventilator, infusion pumps and suction device, • Mount for two oxygen cylinders, • 6 oxygen cylinders: 5L, 200 bars, • Integrated electrical and oxygen system, • LED light for patient illumination, • Infusion Hooks (IV), • DIN Oxygen outlets, • Ground Service Dolly, • Copies of EASA STC certificates, technical and user documentation.		
3.21	Medical Floor: The Adapter Floor enables rapid installation of EMS equipment using the helicopter's standard mounting points. Integrated tracks for the MEC and a stretcher locking system.		
3.22	The Quick Change Technology system enables rapid installation and removal within minutes. Made of aluminium and lightweight materials; modular configuration with mounting brackets: - Corpuis C3 Monitor, - "Hamilton T1" Ventilator, - "Accuvac Pro" Suction Device, - "B. Braun Space" Infusion Pump/Perfusor, - Electrical Unit (MPDU), - Oxygen Station (DIN outlets, alarm).		
3.23	LED work light: Mounted on top of the MEC, it illuminates the patient and is NVIS-compatible, dimmable, and offers multiple colour modes.		
3.24	Blackout Curtain: Separates the cockpit from the cabin; mounted on tracks above the MEC; can be opened or closed as required.		
3.25	AAT Rescue Stretcher: Light stretcher for standard rescue missions. Stretcher features: - Rigid anodized aluminium frame, - Split orange mattress for patient comfort, - Adjustable backrest from 0° to 60° (pressure-controlled adjustment during manual operation), - Four-point restraint system with automatic retractors; two-point restraint system with quick-release buckle, - Wheels for ergonomic loading and unloading.		

Ser. No.	Contracting Authority's requirements	Mandatory reply – actual values/data	Response as follows: <i>Annex / page</i>
1	2	3	4
4.	<u>STANDARDS COMPLIANCE:</u>		
4.1	EASA Part 21 Design and Manufacturing Requirements		
4.2	EASA CS-29 Large Helicopters Standards		
4.3	All materials, fasteners, electrical systems and oxygen systems are tested in accordance with applicable aviation standards.		
5.	<u>LIFE SPAN:</u>		
5.1	<u>The life span is at least ten (10) years from the date of the quality acceptance of the goods.</u>		
6.	<u>WARRANTY:</u>		
6.1	<u>The warranty period of at least twelve (24) months from the date of the quality acceptance of the goods.</u>		
7.	<u>IN ITS TENDER, THE TENDERER SHALL PROVIDE THE FOLLOWING:</u>		
7.1	<u>Detailed technical specifications for the goods offered, in Slovenian or English, which must clearly demonstrate that the goods meet the Contracting Authority's technical requirements.</u>		
8.	<u>UPON DELIVERY, THE TENDERER SHALL PROVIDE THE FOLLOWING:</u>		
8.1	Warranty Certificate.		
8.2	A spare parts catalogue in Slovenian or English.		
8.3	Instructions for basic maintenance in Slovenian and English.		
8.4	Instructions for use in Slovenian and English.		

ANNEX 1

**TENDERER'S DETAILS
MORS 21/2026–ON–PSPS
MEDICAL MODULE FOR THE BELL 412 HEMS**

Tenderer's Details:

TENDERER'S FULL NAME	
LEGAL REPRESENTATIVE	
ADDRESS	
REGISTRATION NUMBER	
VAT IDENTIFICATION NUMBER	
TELEPHONE	
E-MAIL ADDRESS (to receive official correspondence)	
POINT OF CONTACT – CONTRACT ADMINISTRATOR – MOBILE PHONE (BUSINESS)	
ACCEPTANCE AND QUALITY CONTROL REPRESENTATIVE MOBILE PHONE (BUSINESS)	
IBAN	
SWIFT	
NAME OF THE BANK	
ADDRESS OF THE BANK	
SME (small or medium-sized enterprise) – mark appropriately; for the purposes of the publication of the award of the public contract	YES / NO
PERSON AUTHORISED TO <u>ELECTRONICALLY</u> SIGN THE CONTRACT	

(The right column is to be
filled in by the Tenderer)

ANNEX 2 – PRO-FORMA INVOICE

Annex 2 is a separate document and constitutes part of the Invitation to Tender.

The Tenderer shall upload **Annex 2** into the “**Pro-forma Invoice**” section and enter the total amount in the “**Total Tender Price**” section.

The **Price breakdown** shall be uploaded under the “**Other Attachments**” section. In the price breakdown, the Tenderer shall specify, for each type of goods, the costs of customs duties, transport, profit margin, etc.

ANNEX 3

U M B R E L L A D E C L A R A T I O N

We hereby confirm that:

- We are cognisant of the content of the Invitation to Tender for this Contract and the general terms and conditions of the Contract, and we herewith express our full agreement therewith. We also declare that we are cognisant of the instructions for 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 listed in the said instructions.
- We have at our disposal sufficient technical capabilities (technical equipment, storage facilities, service network, quality control measures) to ensure that the subject matter 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 Contract for the services and/or goods subject to this public procurement procedure.
- We are registered to perform the activity that is the subject matter of the public contract in question.
- We have not ceased to perform the activity that is the subject matter 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.

ANNEX 4 – to be duly completed by Slovenian and foreign Tenderers**STATEMENT AND AUTHORISATION**

We hereby declare that the Tenderer

(Name, address and registered office)

and its legal representative(s)

(Name and surname)

(Name and surname)

(Name and surname)

has/have not 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: KZ-1) or crimes of comparable gravity, handed down by foreign courts:

- Terrorism (Article 108 of the KZ-1),
- Financing of terrorist activities (Article 109 of the KZ-1),
- Incitement and public glorification of terrorist activities (Article 110 of the KZ-1),
- Recruitment and training for terrorist activities (Article 111 of the KZ-1),
- Enslavement (Article 112 of the KZ-1),
- Human trafficking (Article 113 of the KZ-1),
- Acceptance of a bribe during an election or ballot (Article 157 of the KZ-1),
- Violation of fundamental rights of employees (Article 196 of the KZ-1),
- Fraud (Article 211 of the KZ-1),
- Unlawful restriction of competition (Article 225 of the KZ-1),
- False bankruptcy or unconscionable operation (Article 226 of the KZ-1),
- Defrauding creditors (Article 227 of the KZ-1),
- Commercial fraud (Article 228 of the KZ-1),
- Fraud to the detriment of the European Union (Article 229 of the KZ-1),
- Loan and benefit fraud (Article 230 of the KZ-1),
- Fraud in securities trading (Article 231 of the KZ-1),
- Defrauding of customers (Article 232 of the KZ-1),
- Unauthorised use of another's mark or model (Article 233 of the KZ-1),
- Unauthorised use of another's patent or topography (Article 234 of the KZ-1),
- Forgery or destruction of business documents (Article 235 of the KZ-1),
- Disclosure and unauthorised acquisition of trade secrets (Article 236 of the KZ-1),

- Information system abuse (Article 237 of the KZ-1),
- Abuse of insider information (Article 238 of the KZ-1),
- Abuse of the financial instruments market (Article 239 of the KZ-1),
- Abuse of a position or trust in business activity (Article 240 of the KZ-1),
- Unauthorised acceptance of gifts (Article 241 of the KZ-1),
- Making unauthorised gifts (Article 242 of the KZ-1),
- Counterfeiting money (Article 243 of the KZ-1),
- Creation and use of counterfeit duty stamps or securities (Article 244 of the KZ-1),
- Money laundering (Article 245 of the KZ-1),
- Abuse of non-cash means of payment (Article 246 of the KZ-1),
- Use of counterfeit non-cash means of payment (Article 247 of the KZ-1),
- Fabrication, acquisition and misappropriation of forgery instruments (Article 248 of the KZ-1),
- Tax evasion (Article 249 of the KZ-1),
- Smuggling (Article 250 of the KZ-1),
- Abuse of office or official rights (Article 257 of the KZ-1),
- Defrauding of public funds (Article 257a of the KZ-1),
- Disclosure of classified information (Article 260 of the KZ-1),
- Acceptance of bribes (Article 261 of the KZ-1),
- Giving bribes (Article 262 of the KZ-1),
- Accepting a benefit for unlawful intermediation (Article 263 of the KZ-1),
- Giving gifts for unlawful intervention (Article 264 of the KZ-1),
- Criminal association (Article 294 of the KZ-1).

We hereby authorise the Contracting Authority, Ministry of Defence, Vojskova cesta 55, 1000 Ljubljana, to obtain criminal record data (for the Tenderer and its legal representatives) for the public procurement procedure MORS 21/2026-ON-PSPb.

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.

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 21/2026–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 21/2026-ON-PSPS.

Place and date

Stamp

Signature of Tenderer's legal
representative

ANNEX 4A: to be completed by foreign Tenderers

**DECLARATION FOR NATURAL PERSONS 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-11, 52/16, and 122/23
and 83/25-ZOUL, hereinafter: ZJNPOV), in connection with the public procurement procedure
“MORS 21/2026-ON-PSPS: Medical Module for the Bell 412 HEMS”, 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 on _____ 2026, no grounds for the exclusion from the procedure as stated in
ZJNPOV, Paragraph 1, Article 32, apply to me.

Place and date

Signature

The Tenderer shall submit Declarations of No Criminal Record (Annexes 4A and 4B) made before
a competent judicial or administrative authority, a notary, or a competent 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 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**DECLARATION FOR A LEGAL PERSON**

I, _____, residing at _____,
 in my capacity as the Director of the company _____, registration
 number _____, 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), in connection with the public
 procurement procedure “MORS 21/ 2026–ON–PSPS: Medical Module for the Bell 412 HEMS”,
 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 on _____ 2026, no grounds for the exclusion from the procedure as stated in
 ZJNPOV, Paragraph 1, Article 32, apply to the company _____.

 Place and date

 Stamp

 Signature

The Tenderer shall submit Declarations of No Criminal Record (Annexes 4A and 4B) made before
 a competent judicial or administrative authority, a notary, or a competent 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 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 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 (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 further declare that we meet the conditions set out in Section III, point 2.3 of this Invitation to Tender and that the country in which we have our registered office does not issue certificates attesting to compliance with the aforementioned conditions. – *This statement shall apply only if the country where the Tenderer is established does not issue official certificates confirming compliance with the conditions referred to in Section III, point 2.3 of this Invitation to Tender.*

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.

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):

Tenderer's company: _____

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 appropriate.)

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 share in the Tenderer: _____

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

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 appropriate.)

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, the 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,
the tax number: _____

connected in the following manner: _____

(Continue the list as appropriate.)

I declare that, as natural persons participating in the ownership of the Tenderer, I have listed:

- Each natural person who directly or indirectly holds more than 5% of the shares, or participates with more than 5% in the founding rights, management or equity of the legal person, or otherwise holds a controlling position in the management of the legal person's assets;
- Each natural person who indirectly provides or ensures assets for the legal person and thus has an option to control, steer or otherwise significantly influence the decisions of the management or other management body of the legal person regarding financing and operations.

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

By signing this Declaration, I hereby warrant the accuracy and truthfulness of the information provided and acknowledge that, in the event of a false statement or misrepresentation of facts contained in this Declaration, 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 21/2026–ON–PSPS

MEDICAL MODULE FOR THE BELL 412 HEMS

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 am I in any way linked to any official, and, to the best of my knowledge, that 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 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; hereinafter: ZIntPK).

 Place and date

Stamp _____
 Signature of natural or responsible person

*Where the Tenderer intends to perform a public 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.*

Paragraph 1, Article 35 of the Integrity and Prevention of Corruption Act

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*
- *holds, directly or indirectly through other legal persons, more than 5% per cent share in the founders' rights, management or capital.*

¹This Declaration 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 Article 35(1) of the Integrity and Prevention of Corruption Act.

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

DECLARATION OF COMPLIANCE WITH TECHNICAL REQUIREMENTS

We hereby declare that the offered equipment fully complies with all of the Contracting Authority's technical requirements, as evidenced by the attached technical documentation for the offered goods.

Annex:

- Completed table in Section V: Technical specifications;
- Attached required technical documentation.

ANNEX 9

**DECLARATION OF COMPLIANCE REGARDING DATA FOR THE PLANNING AND
MONITORING OF THE LIFE CYCLE OF ASSETS**

If selected as a Supplier for the delivery of the medical module for the Bell 412 HEMS under the public procurement procedure MORS 21/2026-ON-PSPS, the Tenderer will comply with all of the requirements of the Contracting Authority related to the submission of information for the planning and monitoring of the life-cycle of the material assets to be purchased in this procedure.

ANNEX 10: MODEL CONTRACT

By submitting its Tender, the Tenderer confirms that it is acquainted with and agrees to the provisions of the Contract. Furthermore, the Tenderer agrees that, after the Contract has been signed by both parties, it will be published on the Public Procurement Portal of the Republic of Slovenia, in accordance with the Rules on the Publication of Contracts in the Field of Public Procurement, Concessions and Public-Private Partnerships (Official Gazette of the Republic of Slovenia, Nos. 5/15 and 53/22).

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

Supplier:	Signatory:
_____ _____ _____ represented by _____	
VAT Identification No.:	Telephone:
Registration No.:	
Bank Account No.:	E-mail:

conclude the following

**CONTRACT FOR THE PROCUREMENT OF THE MEDICAL MODULE FOR THE BELL 412
HEMS**

General Provision

Article 1

The Contracting Parties 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-1I, 52/16, 122/23, and 83/25-ZOUL; hereinafter: ZJNPOV), and in accordance with the Invitation to Tender No. 430-43/2026-___ dated _____, has carried out the negotiated procedure with prior publication for the public

procurement MORS 21/2026-ON-PSPS for the purchase of the medical module for the Bell 412 HEMS.

The Supplier was selected as the most economically advantageous Tenderer on the basis of the Contract Award Decision No. 430-43/2026-_____ dated _____, which became final on _____.

Subject Matter of the Contract**Article 2**

The Contractor hereby undertakes to provide the Contracting Authority with the medical module for the Bell 412 HEMS _____ (hereinafter: Goods), as per the Contracting Authority's requirements set forth in the Invitation to Tender MORS 21/2026-ON-PSPS and the Tender Documentation No. _____ dated _____ appended hereto to constitute an integral part of this Contract.

The packaging shall be such that the goods are fully protected against mechanical, chemical and other damage during transport.

Price of the Goods, Place and Date of Delivery**Article 3**

The Supplier shall deliver the Goods to the Contracting Authority at the price:

Ser. No.	Goods	Quantity	Unit of Measure	Price/ Unit in EUR	22 % VAT/Unit in EUR	Price incl. VAT/ Unit in EUR	Total value inclusive of VAT in EUR
1	A set of Bell 412 EMS 1 Patient Stryker M1	1	set				
2	A set of Bell 412 SAR // EMS 1 Patient	1	set				

The total contract value of the Goods shall amount to EUR _____, exclusive of Value Added Tax (hereinafter: VAT), or EUR _____, inclusive of VAT. VAT amounts to EUR _____.

The prices under this Contract shall remain fixed and include the DDP delivery terms according to INCOTERMS 2020: delivered and unloaded at the Jernej Molan Barracks, Cerklje ob Krki 4a, 8263 Cerklje ob Krki.

Packaging and packing costs are included in the price of the goods.

The Supplier shall supply the goods within _____ calendar days from the signing of the Contract by both parties, but not before 1 December 2026. Delivery for the year 2027 may also be carried out prior to 1 December 2026, subject to prior written agreement between the Contracting Authority and the Supplier. 12. 2026. In the event such agreement is reached, it shall be confirmed by the conclusion of an addendum to this Contract.

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 the goods subject to the aforementioned Regulation are being imported, please provide the Contract Administrator with all of the necessary information (the goods' tariff heading number, gross weight, value, etc.) on the appropriate certificate (available from the Contract Administrator); the original copy of the signed certificate shall be returned to the Supplier, enabling it to submit an application for exemption from import duties to the Financial Administration of the Republic of Slovenia, or to act pursuant to the instructions and procedures of the Financial Administration of the Republic of Slovenia, but in accordance with the other definitions and substantive provisions of this Contract – in the case of imports from third countries.

Should the Supplier require an End User Certificate (EUC) or any other permit necessary for the supply or import of the Goods, it shall request this from the Contract Administrator. As a rule, the Supplier shall be provided with the said certificate within three (3) business days. The Supplier shall incorporate the time necessary for signing the certificate in the delivery period stipulated under this Contract.

Payment Terms

Article 4

Within five (5) days of the successful completion of the quality and quantity acceptance conducted by the Contracting Authority, the Supplier shall submit an invoice in electronic format only (e-invoice) therefore, bearing the number of this Contract as assigned by the Contracting Authority.

The invoice submitted shall include:

- Delivery Note indicating quantity and price, duly completed and signed by the Contracting Authority, and
- Minutes on the Quality Control of Products (Form SS 14-7).

The e-invoice shall be addressed to:

General Staff of the Slovenian Armed Forces
Vojkova cesta 55
1000 Ljubljana
Slovenia
VAT Identification Number: 81027273
with notice: forward to Logistics Directorate (Finance), ref. no. 104

The Contracting Authority shall pay the e-invoice within a maximum of thirty (30) days counting from the first day after the receipt of the e-invoice that shall serve as the basis for payment at the Contracting Authority's address.

In the 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 a maximum of thirty (30) days counting from the first day after the receipt of the new e-invoice. The payment deadline shall begin the day after the official receipt of the e-invoice that 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 Supplier shall be entitled to demand statutory interest for late payment.

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.

Quality of the Goods

Article 5

The quality of the Goods shall conform to the Contracting Authority's technical specifications and to the Tender, which is attached hereto and forms an integral part of this Contract.

Detailed provisions related to quality, quality control measures and terms of acceptance are included as a separate Annex to this Contract – The Definition of Quality Control for the Acceptance of Products.

The packaging shall be such that the goods are fully protected against mechanical, chemical and other damage during transport. Each set of goods shall be uniformly packaged (including all components and related documentation for each set).

Imported goods must bear the prescribed declaration in the Slovene language.

Quantitative and Qualitative Acceptance of Goods

Article 6

The acceptance procedure shall commence based on Form SS 12-7. The procedure shall thereafter comply with the requirements laid out in the Annex hereto – The Definition of Quality Control for the Acceptance of Products.

The acceptance of ammunition shall be confirmed by signing the Minutes on the Quality Control of Products (Form SS 14-7), which shall include the mandatory statement: "Quality does comply with the provisions of the Contract". The Contracting Authority's authorised representative for acceptance shall be a representative of the Acceptance and Quality Control Section, or a person authorised thereby; for the same purpose, the Supplier hereby appoints _____.

After successful completion of quality control for acceptance, the Minutes on the Quality Control of Products shall be classified as "Quality does comply with the provisions of the Contract".

Upon delivery to the designated place under the Contract, quantity control shall be conducted and the acceptance shall be validated by signature on the respective Delivery Note.

The Contracting Authority may reject the acceptance of the goods on the grounds of inadequate packaging.

The Parties hereto agree that delivery shall be deemed to have taken place on the date on which the Goods are delivered to the Contracting Authority at their designated place, the Minutes of Quality Control of Products with the classification "Quality does comply with the provisions of the Contract" are signed, and a delivery note is duly completed and signed by the Contracting Authority.

Article 7

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. During the warranty period, provided the Supplier is immediately notified of the defect by the Contracting Authority, the Supplier shall remain liable for any hidden defects in the Goods.

The Supplier shall remedy any defect or replace any defective Goods with new Goods within the period specified by the Contracting Authority, failing which the Supplier shall be liable to the Contracting Authority for damages. The Supplier shall bear the costs incurred in rectifying the defect, including transport costs and compensation for any damage caused thereby.

Quality Assurance System

Article 8

The Contracting Authority shall have the right to supervise the work and to perform quality control of the Supplier at all stages of the performance of the Contract.

This contractual clause shall constitute an integral part of all contracts between the Supplier and its sub-suppliers and manufacturers.

Data for the Planning and Monitoring of Asset Life Cycles

Article 9

The Supplier shall submit the data necessary for the execution of logistics processes in accordance with the provisions of SVS STANAG 4177. The Supplier shall, in coordination with the Contracting Authority, prepare a Proposal of material assets/item for identification, including prices, as soon as possible following the signature of the Contract, but at the latest upon the receipt of the goods, and submit it to the Contracting Authority for review and approval.

Warranty for the Proper Functioning of the Delivered Goods

Article 10

The warranty period for the supplied goods is _____ months from the date of quality and quantity acceptance, and a service life is _____ years from the date of delivery.

During the warranty period, the Supplier shall ensure faultless performance of the Goods and shall, free of charge, remedy any defects that cannot be attributed to the Contracting Authority. In the event that the Contracting Authority files a warranty claim, a suitable deadline, not shorter than forty-five (45) days, shall be set to remedy the defects concerned. Should the Supplier fail to remedy the defects within the given time frame, it shall replace the defective Goods with new, faultless Goods. All transport and other costs related to the repair or replacement of Goods under the warranty shall be borne by the Supplier. Due to the fact that the Contracting Authority was unable to use the defective Goods subject hereto, the Contracting Authority shall have the right to reimbursement for damage caused by the defect from the moment repair or replacement was requested to the day the Goods in question were accepted by the Contracting Authority.

The warranty period for minor repairs shall be extended for the length of time equal to the time during which the Contracting Authority was unable to use the Goods. 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.

Subcontractors

Article 11

(To be applied only if the Contracting Partner intends to perform contractual services through Subcontractors)

The Contracting Partner shall provide contractual services through the following subcontractors:

- _____ (include: name, full address, registration number, VAT identification number, bank account). This subcontractor shall perform _____ (include information on the Contract portion 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 estimated values of services provided through subcontractors shall not be binding and shall be adjusted to actual needs. 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.

(To be applied only if the Contracting Partner intends to perform contractual services without Subcontractors)

The Supplier shall perform this Contract without engaging any subcontractors.

The Supplier undertakes to obtain the Contracting Authority's written consent prior to entering into any subcontract. If the Contracting Authority establishes that any part of the Contract is being performed by a Subcontractor without its written consent, the Contracting Authority may terminate the Contract.

Anti-Corruption Clause

Article 12

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.

Security Clearance

Article 13

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

Contractor undertakes to ensure that the vetted Contractor's employees will continue to be available during the term of the Framework Agreement, and to regularly inform the Contracting Authority of any changes thereof by submitting Security Screening Consents together with a letter. All of the Contractor's employees shall be held accountable for complying with the Contracting Authority's instructions related to the entry into and movement within its premises or areas. The Contractor shall immediately inform the Contracting Authority if a screened employee with granted entry into the said premises ceases to perform the services on behalf of the Contractor due to termination of his/her employment contract or for any other reason.

The Framework Agreement Administrator shall provide the Security Screening Consent form containing the Framework Agreement data to the Contractor. Prior to commencement of services under the Framework Agreement, the Contractor shall send the Contracting Authority copies of the Security Screening Consent form for each employee, physically signed by the employee in question and no older than three months. The Contractor must include the purpose for Security Clearance, the number and date of the Framework Agreement, and the total number of consent forms enclosed, attaching the following:

- Table in MS Excel format with the SURNAME, NAME and BIRTH DATE of the each person for whom the Contractor has submitted a Security Screening Consent.
- Security Screening Consent form for each person, which must be completed fully, physically signed and no older than three months. If several consent forms are submitted, they must be included in a single file.
- If the person employed by the Contractor is a foreign national, the applicant must provide a certificate of no criminal record from their country of origin, no older than three months. The Contracting Authority reserves the right to subsequently request the document be translated into Slovenian or English).

The entire documentation (security clearance request with attachments) must be sent to the following e-address: glavna.pisarna@mors.si, or in psycal copy to the following address: Ministrstvo za obrambo, Direktorat za logistiko / Sektor za nabavo, Vojkova cesta 59, 1000 Ljubljana, Slovenia.

Incomplete or illegible consent forms, as well as consent forms that have not been submitted in accordance with the preceding paragraph, shall be returned to the Contractor for correction.

In the event additional employees require security clearance, or their replacements, the Contractor must regularly inform the Contracting Authority by submitting a Security Screening Consent form for each additional person in the manner described above.

The Contracting Authority shall inform the Contractor in writing about the Contractor's employees who have been granted entry into the facilities and areas of particular interest to defence for purposes of providing services under the Framework Agreement.

Withdrawal from the Contract

Article 14

The Contracting Authority shall have the right to withdraw from the Contract and to claim compensation for any damage incurred if it:

- becomes insolvent; a court order for the payment of debts is issued against the Supplier; is subject to compulsory settlement or bankruptcy proceedings; as a legal entity, adopts a resolution on the dissolution of the company (except in the case of voluntary liquidation due to merger or restructuring); a bankruptcy administrator is appointed over any part of its business or assets; or similar proceedings are initiated against it as a result of debt;
- is more than thirty (30) days late with the delivery of goods;

- enters into a subcontract with a Subcontractor contrary to the provisions stipulated under the Subcontractors Clause included herein.
- fails to fulfil its contractual obligations in the manner provided for herein.

If the Supplier withdraws from the Contract after the Contract has been concluded and thus fails to fulfil its contractual obligations for reasons attributed to the Supplier, the provisions stipulated under the Liquidated Damages Clause hereof shall also apply for such non-performance.

Contractual Penalty

Article 15

Should the Supplier fail to deliver the goods to the Contracting Authority by the date specified for reasons that cannot be attributed to force majeure or the Contracting Authority, the Supplier shall be liable to pay the Contracting Authority a contractual penalty in the amount of five per mil (5‰) of the total value of the Contract, exclusive of VAT, for each day of such delay, but no more than fifteen percent (15%) of the total value of the Contract, exclusive of VAT.

Should the Supplier fail to deliver all of the goods subject hereto, it shall pay the Contracting Authority a contractual penalty for non-delivery in the amount of fifteen percent (15%) of the total value of the Contract, exclusive of VAT.

The Supplier hereby agrees that the Contracting Authority may set off any claims arising from contractual penalties hereunder against any of its financial obligations to the Supplier under any contract or framework agreement. Should such set-off not be possible, the Contracting Authority shall issue a separate invoice for the penalty, which the Supplier shall pay within eight (8) days of receipt.

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.

Contract Management

Article 16

The Contracting Authority hereby appoints _____ as the Contract Administrator; the Supplier appoints _____ for the same purpose.

For the purpose of implementation of this Contract, the Contracting Authority hereby authorises _____; the Supplier authorises _____.

Force Majeure

Article 17

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

The non-performing Party affected by the Force Majeure event shall notify the other Party to this Contract in writing of the commencement and the cessation of the Force Majeure Event without undue delay. In addition, the affected Party shall provide the other Party with credible evidence to the existence and duration of the Force Majeure event no later than two (2) days following its commencement or cessation.

Following the end of the Force Majeure event, both Parties shall prepare written records of any changes to the obligations under the Contract and, based on these records, shall conclude an appropriate annex hereto. If the Parties cannot agree thereon, the Party in which the circumstances of Force Majeure did not occur has the right to withdraw from the Contract 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 18

This Contract is concluded for the purchase defined hereunder and shall expire upon completion.

Article 19

Should there be any changes to the Supplier's circumstances during the performance of the Contract, its contractual obligations shall be transferred to its legal successors in title.

Article 20

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 authorised representatives as specified under the "Contract Management" clause may be reported by one Party to the other by written notice thereof.

Article 21

The Contracting Parties agree on the Obligations Code to be used for any provision not agreed upon expressly under this Contract (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text; as amended and supplemented).

Article 22

The Contracting Parties shall seek settlement of any dispute arising from this Contract in an amicable way. 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 23

The Contract is signed electronically.

The Parties hereby agree that the Contract shall be deemed to have been concluded and take effect on the date that both Parties' signatures have been affixed.

In the event of any discrepancy between the Slovenian version and the English version, the Slovenian version shall prevail.

Number: _____
Ljubljana, on _____

Annexes, forming an integral part hereto:

- Annex – Definition of Quality Control for the Acceptance of Products
- Security Screening Consent;
- Tender No. _____ dated _____.

ANNEX TO THE CONTRACT

DEFINITION OF QUALITY CONTROL FOR THE ACCEPTANCE OF PRODUCTS

Scope

1.1

Based on the Contract, the Contracting Authority and the Contractor/Supplier/Seller hereby define the principles, conditions and method of carrying out quality control for the acceptance of products (hereinafter: acceptance) and control over the Contractor/Supplier/Seller's quality assurance system.

General Provisions

2.1

Both Contracting Parties shall respect the principle of due diligence as well as the principle of carrying out the delivery and acceptance of products without unnecessary costs for both Parties and in accordance with the rules of the profession.

2.2

The Contractor/Supplier/Seller shall adequately manage the quality system by:

- submitting documents demonstrating the inspection upon the acceptance or delivery of the products;
- testing and trialling the subject matter of the contract;
- executing the prescribed or agreed method of product quality control;
- precisely defining the responsibilities for quality assurance;
- complying with the Contracting Authority's requirements for the quality management system; and
- applying the same requirements to its subcontractors as those set by the Contracting Authority.

Approach to Quality Control

3.1

The authorised representative of the Contracting Authority shall initiate the quality control procedure for the acceptance of products on the basis of the received Notification on Products Prepared for Acceptance (Form SS 12-7) sent by the Supplier to the Contracting Authority's address; if necessary, the Notification is accompanied by information on the transport unit of the products and professional recommendations for the implementation of acceptance.

Form SS 12-7 shall form an integral part hereof.

A product is prepared for acceptance when it is compliant with the contractual provisions, complete in terms of quantity, properly packed and marked, and accompanied by the appropriate documents, as required under the contract. Pending the quality control procedure, the product must be separated from other products and positioned so that each packaged transport unit is accessible for inspection and the unit marking is visible on all sides, or so that sampling and marking are possible.

Generally, the acceptance procedure shall be carried out within eight days of the receipt of the duly completed Form SS 12-7.

Quality Control Implementation

4.1

Quality control may be carried out at the premises of the Contractor/Supplier/Seller or the Contracting Authority on the basis of a written acceptance protocol or by agreement, unless otherwise specified in the Contract.

4.2

The authorised representative of the Contracting Authority shall carry out the quality control following the rules of the profession by using:

- Prescribed and standardised preparations and control methods;
- Measurements, tests, and trials of products' characteristics;
- comparison of results with the records in the Contractor/Supplier's technical documentation;
- the Contracting Authority's technical requests defined in the Contract; and
- Comparison and assessment of non-measurable characteristics and attributes.

Measurements of the quality characteristics shall be carried out by an authorised representative of the Contracting Authority in accordance with a mutually agreed acceptance protocol or control plan and depending on the scope and complexity of the product by:

- 100% examination;
- random inspection;
- sampling;
- certification; and
- verification by comparison with an approved sample (from the Invitation to Tender or provided by the Contracting Authority).

If the quantity of the product requires that the quality control be carried out by sampling, the authorised representative of the Contracting Authority shall use the ISO 2859 Standard during the quality control of the products, unless otherwise agreed in the contract.

The composition of lots, their size and their method of presentation and identification shall be prepared by the Contractor/Supplier and approved by the Contracting Authority's authorised representative.

4.3

Should the authorised representative of the Contracting Authority decide that additional tests or trials are required for quality control, the Seller/Contractor/Supplier shall make such tests or trials available and carry them out with its own experts, on its own premises, and using its own facilities and auxiliary materials.

In the case that the Seller/Contractor/Supplier cannot enable and perform additional tests with the assistance of its own experts, on its location and using its facilities and auxiliary materials, the additional tests shall be carried out by the appropriate institutions at the Contractor/Supplier's expense.

In order to assist in the identification of the product or in determining the required characteristics, the authorised representative of the Contracting Authority may include the contract administrator, the project manager or a representative of the contract proposer who has participated in the execution of the project or contract.

4.4

The authorised representative of the Contracting Authority can decide to either accept or decline the consignment. The acceptance of products shall be confirmed by signing the Minutes on the Quality Control of Products (Form SS 14-7), which shall also contain the assessment: **"Quality does comply with the provisions of the Contract"**.

Should the authorised representative of the Contracting Authority decline the acceptance of the products, the rejection must be substantiated in writing, with the reasons stated in the Minutes, together with the assessment: **"Quality does NOT comply with contractual provisions"**.

Costs of Quality Control Implementation

5.1

Any costs arising during a regular acceptance procedure with a favourable outcome for the Contracting Authority shall be borne by the Contracting Authority. In the case of an unfavourable result for the Contracting Authority, the costs shall be borne by the Seller/Contractor/Supplier.

In the event of non-conformity of the results obtained during quality control for acceptance of the products with the information from the Manufacturer's technical documentation and the requirements set out in the Contract, and a consequent decision by the authorised representative of the Contracting Authority to repeat the sampling, measuring or testing, the Seller/Contractor/Supplier shall pay for the costs incurred.

Seller/Contractor/Supplier's Obligations

6.1

The Seller/Contractor/Supplier must enable the authorised representative of the Contracting Authority to implement quality control of the products in the prescribed way and following the rules of the profession.

6.2

Regardless of whether the products have been accepted or not, the Seller/Contractor/Supplier must remedy any established non-compliance or deficiencies and supplement or replace any missing part of the product or document if the authorised representative of the Contracting Authority has assessed this to be a minor functional non-compliance or a minor deviation and has defined a deadline for its remedy.

In cases when, after the implemented quality control and acceptance, it is established that the quality of the products is not in accordance with the contractual provisions due to an overlooked or hidden defect, both Contracting Parties shall use the provisions of the legal regulations governing the contractual obligations to settle the complaint.

6.3

The Seller/Contractor/Supplier shall establish, keep and maintain records proving that the products have been inspected and/or tested. These records shall clearly show that the products have passed the control based on the Contracting Authority's requirements. The aforementioned records shall clearly define the prescribed liability of the persons concerned.

6.4

In the case that a production activity is involved, the Seller/Contractor/Supplier is obligated to inform the authorised representative of the Contracting Authority about the date of

commencement of production. The Contracting Authority has the right to control the production of goods intended for it, unless otherwise agreed in the Contract.

6.5

When purchasing products from a NATO Member State or partner country that has adopted STANAG 4107, quality control based on the said STANAG may be included in the contractual provisions. In the context of STANAG 4107 and the relevant GQA AQAP, a request for quality control shall be made on the basis of reciprocity.

The final quality control check shall be carried out by the internal quality control unit of the Ministry of Defence responsible for quality control.

General

7.1

These provisions are to be used reasonably, as an Annex to the contract and depending on the type of the subject of the Contract.

Annex 1: Notification on Products Prepared for Acceptance, Form SS 12-7

Annex 2: Minutes on the Quality Control of Products, Form SS 14-7

CONTRACTOR/SUPPLIER/SELLER:**ANNEX NO. 1**

REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

LOGISTICS DIRECTORATE

Material Assets Management Division
 Acceptance and Quality Control Section
 Vojkova cesta 59, 1000 Ljubljana

NOTIFICATION ON PRODUCTS PREPARED FOR ACCEPTANCE

Contract/Purchase order number: _____

Contract/Purchase order date: _____

Contractual date/Date of delivery: _____

Name of Supplier's authorised person¹: _____

Contact details: e-mail _____ telephone _____ mobile phone _____

Delivery/Consignment number²: _____

Place of quality control: _____

No. ³	Identification ⁴	Item ⁵	Measurement Unit ⁶	Quantity	Date ⁷

Signed in _____, on (date) _____

Contractor/Supplier/Seller's
signature

NOTES:

1. Name of the person who will represent the Supplier during the acceptance.
2. Delivery/consignment number if the delivery has been divided into multiple phases/deliveries/consignments.
3. Product number in the case that various goods/services are delivered.
4. Code or NSN of the ordered product, if previously obtained by the Supplier.
5. Commercial name of the product.
6. Measurement unit of the product.
7. Date of delivery of the product, if the delivery has been divided into multiple phases/deliveries/consignments.

PLEASE SUBMIT THIS NOTIFICATION TO:
Ministry of Defence of the Republic of Slovenia
 E-mail: glavna.pisarna@mors.si
 Address: Vojkova cesta 55, 1000 Ljubljana, Slovenia

REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

ANNEX NO. 2

LOGISTICS DIRECTORATE

Material Assets Management Division
Acceptance and Quality Control Section
Vojkova cesta 59, 1000 Ljubljana, Slovenia

T: +386 1 471 23 05
F: +386 1 471 12 65
E: glavna.pisarna@mors.si
www.mors.si

Number:

Date:

MINUTES ON THE QUALITY CONTROL OF PRODUCTS	Acceptance Code:
---	-------------------------

Contractor/Supplier:		Address:
Contract number:	Contract date:	Contractual date of delivery:
Delivery note/Pro-forma invoice/Invoice number:		Number of acquisitions:

1. IDENTIFICATION OF QUALITY ASSESSMENT:

- a. Service:
- b. Goods:

Material asset code	Item	Unit of measure	Quantity	Notes

2. QUALITY ASSESSMENT:

- a. Introduction:
- b. Subject to quality assessment:
- c. Value of the accepted goods:
- d. Finding:
- e. Performance test:
- f. Documentation:
- g. Warranty:
- h. Other:
- i. Rectification of deficiencies:

Compliance verification method – control was carried out using the following method (please circle):	
1. 100% inspection;	2. Random inspection; 3. Certification; 4. Sampling; 5. Comparison to a verified sample.
Assessment: QUALITY DOES (NOT) COMPLY WITH THE CONTRACTUAL PROVISIONS	
Place of inspection:	Date of inspection:

STATEMENT: THE SUPPLIER GUARANTEES THAT THE ENTIRE DELIVERED QUANTITY OF PRODUCTS IS OF THE SAME QUALITY AS THE CONTROLLED SAMPLES. PROVISION: IF THERE IS A DELAY IN DELIVERY OF THE PRODUCT(S)/EXECUTION OF THE SERVICE, THE CONTRACTING AUTHORITY SHALL IMPOSE THE AGREED CONTRACTUAL PENALTY.

Contractor/Supplier/Seller's authorised representative(s):

Contracting Authority's authorised representative(s):
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3. NOTES: Delivery: Payer: Drawing of funds: Initial acceptance: Transfer: Material Asset Record Sheet: Book value, including VAT: Transfer of the material asset between budget users: Transfer of the material asset to another warehouse: End User: Transfer (230 or 280): Technical booklets: Technical maintenance: Other notes: /.
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Sent to:

- Contractor/Supplier (without annexes – received during acceptance);
- Contract Administrator (XY, OU, by IRDG – with annexes);
- Contracting Authority/Initiator of the Contract (XY, OU by IRDG – with annexes);
- User (XY, OU by IRDG – with appendices);

- Bookkeeper (XY, OU by IRDG – with annexes);
- Archives, Material Assets Management Division (original – without annexes).

Annexes:

- Delivery documents;
- Warranties;
- Statements of Quality;
- Technical documentation.

SECURITY SCREENING CONSENT

Surname:	
Name:	
Date of birth: (day/month/year)	
Place of birth:	
Permanent / temporary residence: (place, street, house number)	
Citizenship:	
Employment: (company, company address)	
Subject of the contract / order form:	
Contract / purchase order number:*	
Place of execution of the order:	
Type of works:	
Time of execution of the works:	

I, the undersigned, hereby consent to a security check being carried out prior to the execution of the order in question

pursuant to:

- Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/20: including amendments – ZVOP-2),
- EU General Data Protection Regulation (GDPR),

and to the extent specified in Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia, No. 103/04 – officially consolidated text, with amendments; 9/15, 139/20 and 112/25-ZSSloV-C), and the provisions of Articles **22, 31.a, 35a and 35b** of the Classified Information Act (Official Gazette of the Republic of Slovenia, No. 50/06 – officially consolidated text, with amendments, 9/10, 60/11, 8/20 and 18/23 – ZDU-1O).

Handwritten signature **

In _____, on _____
Place Date

* In case of the existence of a contract, agreement, signed agreement or other document legally formalising the execution of the services, state the **number**, **date** and **partner**.

** The consent must be signed with the handwritten signature of the person giving consent.