



REPUBLIC OF SLOVENIA
MINISTRY OF DEFENCE

Vojkova cesta 55, 1000 Ljubljana

T: +386 1 230 52 25
E: glavna.pisarna@mors.si
www.mors.si

Podpisnik: Uroš Korošec
Izdajatelj: SIGOV-CA
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Number: 430-312/2026-3
Date: 06. 10. 2026

INVITATION TO TENDER

for

**the Award of a Public Contract in the Field of Defence and Security Following a Call for
Tenders after Prior Publication of a Notice for the Contract Award**

for the Provision

**of Expert Assistance in Ensuring Compliance with Aviation Standards for the
Commissioning of Aviation Fuel Capability**

MORS 247/2026 – ON –PZPs

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 call for tenders following the prior publication of a notice for the selection of a Contractor to provide expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability.

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 – ZDU1I, 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 247/2026 – ON – PZPs.

2.2 Subject matter of the public contract: The provision of expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability

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.

Regardless of the tender value, the Contracting Authority shall enter into a Framework Agreement with the selected Tenderer for a period from the date of signature of the Framework Agreement by both parties to 31 December 2028 in the estimated value 214.000,000 EUR exclusive of VAT, or 261.080,00 EUR inclusive of VAT.

Regardless of the tender value, the Contracting Authority shall enter into a Framework Agreement with the selected Tenderer with the estimated value specified here-above

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 user expresses and declares its intention to submit a binding Tender on behalf of the Tenderer (Article 18 of the Code of Obligations¹). Once submitted, the Tender shall be binding for the period specified therein, unless withdrawn or modified prior to the submission deadline.

A Tender shall be deemed timely if received by the Contracting Authority 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.

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 THE 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 "Proforma 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 framework agreement is not signed within the Tender validity period, the Contracting Authority may request an extension of the Tender validity period, which shall not exceed sixty (60) days. Any such requests and the Tenderer's responses concerning the extension of the Tender validity period shall be made in writing.

6. ESTIMATED DURATION OF THE FRAMEWORK AGREEMENT

Regardless of the tender value, the Contracting Authority shall enter into a Framework Agreement with the selected Tenderer for a period from the date of signature of the Framework Agreement by both parties to 31 December 2028. Individual orders shall be placed successively, based on

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 actual needs of the Contracting Authority and within the limits of the financial resources available to the Contracting Authority.

6. PLACE OF PERFORMANCE OF THE SERVICES

The selected Tenderer shall provide the services at the following location of the Ministry of Defence of the Republic of Slovenia: Jernej Molan Barracks, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia.

7. TERMS OF PAYMENT

The Contracting Authority undertakes to pay the invoice, which shall serve as the basis for payment, within a maximum of thirty (30) days from the day following the official receipt of the invoice at the Contracting Authority's address: Ministrstvo za obrambo, Direktorat za logistiko, Sektor za nabavo, Vojkova cesta 55, 1000 Ljubljana, Slovenia, with an indication of the Framework Agreement number. Should the e-invoice fail to include the required information, it will be rejected.

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

8. 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.

9. CONCLUSION OF THE FRAMEWORK AGREEMENT

Pursuant to Article 77(5) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV), the Contracting Authority shall enter into a 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 Framework Agreement within ten (10) days of receipt of the Framework Agreement, 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.

10. 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.

11. ANTI-CORRUPTION CLAUSE

Any Framework Agreement in which a person, on behalf of or for the account of another party to the framework agreement, promises, offers, or gives any undue advantage to a representative or

agent of a public sector body or organisation, with the purpose of obtaining business, concluding business under more favourable terms and conditions, or omitting due supervision over the implementation of obligations under the framework agreement, or engaging in any other act or omission that causes damage to the public sector body or organisation, or enables a representative, agent, or intermediary of the public sector body or organisation, or the other contracting party, or their representative, agent, or intermediary to gain an undue advantage, shall be 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

Any interested Tenderer requiring clarification of the provisions or requirements set out in the Invitation to Tender 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 "Proforma Invoice" by indicating the Tender price as follows:

- All prices shall be quoted in euros (EUR), per unit, exclusive of 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 (hereinafter: VAT) 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.
- 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 write the price under an item, the item in question will be deemed not to have been offered by the Tenderer; therefore, the Tender will be deemed not to have fulfilled all of the Contracting Authority's requirements included herein.
- Where the price offered is EUR zero (0.00), the item in question will be deemed to have been offered free of charge.
- 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 the receipt of the document. Prices must remain valid for the entire period of validity of the Tender.

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

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

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 Public Procurement in the Defence and Security Sector Act (ZJNPOV) in order to carry out the contract provisions, supply goods, deliver services or construction works closely related to the contract performance.

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.

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

10. TENDERING COSTS

All costs related to the preparation and submission of the Tender shall be borne by the Tenderer.

11. ACCESS TO TENDERS AND TRADE SECRETS

The Contracting Authority shall allow access to the 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.

IV. INSTRUCTIONS ON THE VERIFICATION OF THE TENDERER'S ELIGIBILITY AND CAPACITY TO PERFORM THE 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 the content of the Tender either prior to adopting the contract award decision or prior to concluding the framework agreement, at the latest.

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 Framework Agreement with them.

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

By submitting a Tender, the Tenderer shall be deemed to have signed all documentation 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 3**: 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 acts 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 3A** – Personal information – for each legal representative listed in Annex 3.
- **Completed, signed and stamped** form in **Annex 1**: Tenderer's Details.

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 3** – Declaration under criminal and material liability, made as a sworn declaration, confirming that the Tenderer and its legal representatives, **where the Tenderer is a legal person**, have not been the subject of a final conviction (res judicata) for any of the offences listed in Article 32(1) of the Public Procurement in the Defence and Security Sector Act (ZJNPOV) (for each individual legal representative).
- **Completed and signed** form in **Annex 3A** – Declaration of No Criminal Record (for each legal representative listed in Annex 4, including all required information).
- **Completed, signed and stamped** form in **Annex 3B** – Declaration of No Criminal Record for a legal person.

The Contracting Authority reserves the right to require from the Tenderer sworn Declarations of No Criminal Record (Annexes 3A and 3B) made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Tenderer has its head 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 (3) 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 4** – 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** 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 Integrity and Prevention of Corruption Act (ZIntPK).

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

- **Completed and signed** form in **Annex 5**: 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.

- 2.4** In order to ensure transparency of the procurement procedure and to prevent corruption risks, the Tenderer shall, in accordance with Article 14(6) of the Integrity and Prevention of Corruption Act (ZIntPK), submit to the Contracting Authority, on the prescribed form, a statement or information on the participation of natural and legal persons in the ownership of the Tenderer, including silent partners, and on economic operators which, pursuant to the provisions of the law governing companies, are deemed to be affiliated companies of the Tenderer.

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.

3. ECONOMIC AND FINANCIAL STANDING

3.1 Subcontractors

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

- **Completed and signed form in Annex 7:** Subcontractor's Details and
- **Completed** and signed form in Annex 8: Participation of Subcontractors.

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

Please note that the mandatory components of any public procurement framework agreement shall include the following information: subcontractor details (name, full address, registration number, VAT identification number, and bank account), the type of works, as well as the indicative value and scope of the contract to be carried out by the Subcontractor.

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

3.2 The Tenderer shall confirm the Umbrella Declaration.

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

- **Annex 2** – Umbrella Declaration.

3.3 The Tenderer shall complete the form Proforma Invoice, indicating the Tender prices in accordance with Section II.

EVIDENCE:

- The duly completed form in **Annex 2** – “Proforma Invoice shall be uploaded under the “Proforma 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 “Proforma Invoice” section and the “Total Tender Value” section, the data in the Proforma Invoice uploaded to the “Proforma 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 “Proforma Invoice” section, shall be visible and accessible during the public Tender opening.

3.4 The Tenderer shall confirm the Model Framework Agreement.

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

- Model Framework Agreement – **Annex 9.**

The Tenderer may propose modifications and amendments to the Framework Agreement. If the Tenderer proposes changes in relation to the penalties of the Framework Agreement, it must make the request in the manner specified in Section II, Point 3 of this Invitation to Tender.

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.

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

- Attached required technical documentation.

V. TENDER EVALUATION AND NEGOTIATIONS

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

Phase 1: The Contracting Authority will examine the Tender received following its public opening. In this phase, the Tenderer may be invited to supplement a formally incomplete Tender and to provide any necessary clarifications. The Contracting Authority shall also coordinate with the Tenderer regarding the performance of the subject matter of the contract.

Phase 2: The Contracting Authority shall negotiate the prices of the subject matter of the contract with the Tenderer. During the negotiations, the Contracting Authority shall announce in advance the final round thereof. The Contracting Authority reserves the right to merge Phases 1 and 2.

Phase 3: The Tenderer will submit its Final Tender.

Phase 4: Following the opening of the Tender and its analysis, the Contracting Authority shall select the Tenderer insofar as the Tender is complete.

VI. TECHNICAL SPECIFICATIONS

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

Expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability: A brief description of the subject matter of the contract should be provided.

1. Scope of technical services

The Contractor shall:

a)

- Comply with the requirements for the provision of services in accordance with applicable JIG standards.
- Ensure commissioning support to ensure the facility progresses to a ready to operate condition.
- Carry out initial inspection and review of the facilities.
- Review detailed commissioning procedures and attend site to confirm that they have been carried out effectively and that the facilities are ready to operate, that the fuel meets the required quality standards and specifications, the necessary documentation has been completed, and the airport personnel have completed the required training.
- Ensure adequate Fire Fighting Appliances are available on site.
- Ensure detailed records are maintained of commissioning.
- Provide generic Work Instructions for operational and maintenance tasks related to the fuel so that the Contracting Authority can edit these to suit local site conditions.

b)

- Make international inspection/technical visits (three days at the location of the Contracting Authority or as agreed by the Contracting Authority).
- So long as this is practicable review any observations and/or recommendations with the Contracting Authority immediately following the inspection/technical visit and prior to leaving the site.
- Within 30 (thirty) days following the completion of such visit, provide the Contracting Authority with a comprehensive report of the findings from each such inspection visit together with such recommendations as may be appropriate in the circumstances.
- In the interest of industry standardisation of documentation, the format of the reports will be equivalent to that of the latest version of the JIG (Joint Inspection Group) international inspection reports in so far as practical.

The Contractor shall provide the Contracting Authority with the following services related to facilities:

- a) Advice on the delivery/transfer of aviation fuel into airport depots and the use of specialised equipment.
- b) Advice on the selection, purchase, procurement and commissioning of specialist aviation equipment used for the handling of aviation fuel in storage and through to the aircraft wing.
- c) Aviation Manuals and industry publications and literature relating to the technical operations and product quality aspects of international aviation

operations. The Aviation Manuals and industry publications are listed below:

- Aviation Fuels Quality Control Manual;
- Aviation Operating Procedures Manual;
- Aviation HSSE Management System Manual;
- Aviation Standard Operating Procedures;
- Aviation Safety Posters;
- Operations, Technical and Safety Bulletins;
- Latest Issue of AFQRJOS Jet A-1 Check List;
- Latest Issue of the JIG Standards (Airport Depot and Into-Plane Operations);
- Latest issue of JIG HSSE Management System Standard for Aviation Fuel Facilities;
- Latest Issue of EI JIG 1530 Quality assurance requirements for the manufacture, storage and distribution of aviation fuels to airports;
- Aviation HSSE Bulletins;
- JIG Bulletins.

Support to the Contracting Authority:

- The Contractor shall provide remote technical support relating to technical, engineering, supply and logistics, and other specialist consultancy advice in relation to the facilities up to a maximum of forty (40) hours per year of the Agreement.
- The Contractor shall allow up to two (2) of the Contracting Authority's nominees to attend each of the Contractor's Technical Workshops. The time and location of each Workshop will be at the sole discretion of the Contractor in coordination with the Contracting Authority.

2. Training

The Contractor shall ensure the following:

In the first year of the Framework Agreement, a four-day (4) training program on Aviation Fuel Quality Control and Operations Training tailored to the Contracting Authority. This program combines classroom instruction with practical field exercises.

Standards and certificates to be submitted by the Tenderer:

- The Contractor's employees are authorised to carry out technical inspections.

Other requirements regarding the provision of expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability:

Insofar as the interested Tenderer estimates that it can offer goods that 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.

ANNEX 1**TENDERER'S DETAILS
MORS 247/2026 – ON – PZPs**

Expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability

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 – FRAMEWORK AGREEMENT 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 SIGN THE FRAMEWORK AGREEMENT <u>ELECTRONICALLY</u>	

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

ANNEX 2

UMBRELLA DECLARATION

We hereby confirm that:

- We are cognisant of the content of the Invitation to Tender for this public procurement and the general terms and conditions of the Framework Agreement, and we herewith express our full agreement therewith. We also declare that we are cognisant of the instructions for Tender preparation and we herewith agree with the said instructions and declare that our Tender has been prepared and submitted in accordance with the requirements set out therein.
- We have at our disposal sufficient technical capabilities (technical equipment, storage facilities, service network, quality control measures) to ensure that the subject 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 Framework Agreement for the services and/or goods subject to this public procurement procedure.
- We are registered to perform the activity that is the subject 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 3

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)

have not been convicted by a final judgement having the force of res judicata of criminal offences defined under the Criminal Code of the Republic of Slovenia (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, Vojkova cesta 55, 1000 Ljubljana, to obtain criminal record data (for the Tenderer and its legal representatives) for the public procurement procedure MORS 247/2026-ON-PZPs.

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 3A: 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 for the public procurement procedure No. MORS 247/2026 – ON – PZPs.

DATE:

SIGNATURE OF THE NATURAL PERSON:

ANNEX 3B: 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 247/2026 – ON – PZPs.

Place and date

Stamp

Signature of Tenderer's legal
representative

ANNEX 3A: 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, 122/23 and
83/25-ZOUL, hereinafter: ZJNPOV), in connection with the public procurement procedure “MORS
247/2026-ON-PZPs: Expert assistance in ensuring compliance with aviation standards for the
commissioning of aviation fuel capability”, conducted by the Ministry of Defence of the Republic
of Slovenia, hereby issue the following:

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare, under criminal and material
liability, that as of _____ **2026**, no grounds for exclusion pursuant to Article 32(1) of the
ZJNPOV apply to me.

Place and date

Signature

The Contracting Authority reserves the right to require from the Tenderer sworn Declarations of
No Criminal Record (Annexes 4A and 4B) made before a competent judicial or administrative
authority, or a notary, or qualified professional, or trade body in the country where the Tenderer
has its head 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 3B: 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 247/2026-ON-PZPs: Expert assistance in ensuring compliance
with aviation standards for the commissioning of aviation fuel capability”, conducted by the
Ministry of Defence of the Republic of Slovenia, hereby issue the following:

DECLARATION OF NO CRIMINAL RECORD

I, the undersigned, _____, hereby declare, under criminal and material
liability, that as of _____ **2026**, no grounds for exclusion pursuant to Article 32(1) of the
ZJNPOV apply to the company _____.

Place and date

Stamp

Signature

The Contracting Authority reserves the right to require from the Tenderer sworn Declarations of No Criminal Record (Annexes 4A and 4B) made before a competent judicial or administrative authority, or a notary, or qualified professional, or trade body in the country where the Tenderer has its head 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 4

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.

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 5

DECLARATION ON RESTRICTIONS ON BUSINESS ACTIVITIES¹

MORS 247/2026 – ON – PZPs

EXPERT ASSISTANCE IN ENSURING COMPLIANCE WITH AVIATION STANDARDS FOR THE COMMISSIONING OF AVIATION FUEL CAPABILITY

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 and each Subcontractor shall duly complete this Annex.

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

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

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

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

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

SUBCONTRACTOR'S DETAILS

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

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

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

SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT

Concerning the public contract: **MORS 247/2026 – ON – PZPs: Expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability.**

In the event of our participation as a Subcontractor, WE REQUIRE / WE DO NOT REQUIRE (PLEASE CIRCLE)

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

SUBCONTRACTOR'S CONSENT

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

This request and consent shall form an integral part of, and annex to, the Framework Agreement.

place and date

stamp

signature of responsible person

30/49

MORS 247/2026–ON–PZPs

ANNEX 8

PARTICIPATION OF SUBCONTRACTORS

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

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

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

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

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

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

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

PLEASE NOTE:

- This form must be completed only if the Tenderer intends to Subcontract.

ANNEX 9: Model Framework Agreement

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

Contracting Authority:	Signatory:
REPUBLIC OF SLOVENIA Ministry of Defence Vojkova cesta 55 1000 Ljubljana Represented by 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

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

conclude the following

FRAMEWORK AGREEMENT ON EXPERT ASSISTANCE IN ENSURING COMPLIANCE WITH AVIATION STANDARDS FOR THE COMMISSIONING OF AVIATION FUEL CAPABILITY

General Provision

Article 1

The Parties to this Framework Agreement hereby acknowledge that the Contracting Authority, pursuant to Article 24 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, 122/23 and 83/25-ZOUL; hereinafter: ZJNPOV), and in accordance with Invitation to Tender No. _____ of _____, conducted a call for tenders after prior publication of a notice, (MORS 247/2026 – ON – PZPs) for the provision of expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability.

The Contractor has been selected as the most advantageous Tenderer based on Contract Award Decision No. _____ dated _____, which took effect on _____.

The Subject Matter of the Framework Agreement

Article 2

The Contractor undertakes to provide the Contracting Authority with expert assistance in ensuring compliance with aviation standards for the commissioning of aviation fuel capability (Hereinafter the “Service”), as per the Contracting Authority's requirements set forth in the Tender Documentation MORS _____ and the Invitation to Tender, No. _____ dated _____ appended hereto to constitute an integral part of this Framework Agreement.

Price and Place

Article 3

The Contractor shall provide the requested service at the following price:

Ser. No.	Service	Quantity	UoM	Price/Unit in EUR	22 % VAT/Unit in EUR	Price incl. VAT/Unit in EUR	TOTAL VALUE INCLUSIVE OF VAT in EUR
1	Expert assistance in the provision of aviation standards	3	Year				

Regardless of the tender value, the Contracting Authority shall enter into a Framework Agreement with the selected Tenderer for a period from the date of signature of the Framework Agreement by both parties to 31 December 2028 in the estimated value 214.000,000 EUR exclusive of VAT, or 261.080,00 EUR inclusive of VAT.

The stated prices shall remain fixed and include the DDP delivery terms according to INCOTERM 2020: delivered and unloaded at the MOD RS Jernej Molan Barracks, Cerklje ob Krki 4a, 8263 Cerklje ob Krki, Slovenia.

Payment Terms

Article 4

The Contractor undertakes to issue and send the invoice to the Contracting Authority upon the signing of the Agreement by both Contracting Parties. The invoice must include the Contracting

Authority's contract number and reference number: 104. The Contractor shall issue an invoice once a year for the renewal of the service.

The e-invoice shall be addressed to:

GENERALŠTAB SLOVENSKE VOJSKE

Vojkova cesta 55

1000 Ljubljana

VAT NUMBER: 81027273

with the following note: "posredovati na finančni predal Direktorat za logistiko, referenčna številka 104." (to be submitted to the Finance mailbox of the Logistics Directorate, reference number 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 Contractor 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.

(For the service only in the case of a Subcontractor requiring direct payment)

By signing this Framework Agreement, the Contractor hereby authorises the Contracting Authority to make direct payments to the Subcontractor on the basis of the invoice or statement confirmed by the Contractor. The Subcontractor hereby agrees that its claims against the Contractor shall be settled by payment made by the Contracting Authority to the Subcontractor's bank account no. SI56 _____ open with _____ (bank). Any invoice or statement submitted by the Contractor shall be accompanied by the relevant invoice or statement of the Subcontractor previously confirmed by the Contractor. The Contractor's prior confirmation is a prerequisite for direct payment to the Subcontractor. The Subcontractors' consents to direct payment by the Contracting Authority constitute an integral part of this Framework Agreement and are attached hereto as an annex. The payment deadlines for Subcontractors are the same as those specified for the payment of the Contracting Authority's obligations to the Contractor in this Framework Agreement.

Quality of Services

Article 5

The quality of the Services shall fully conform to the Contracting Authority's technical requirements and the Tender, submitted and appended hereto.

Quality Assurance System

Article 6

The Contracting Authority shall have the right to supervise the work and monitor the Contractor's quality in all stages of the execution of the order.

This provision of the Framework Agreement shall constitute an integral part of all contracts between the Contractor and its sub-suppliers and manufacturers.

Subcontractors

Article 7

The Supplier shall deliver the subject matter of this Framework Agreement through the following Subcontractors:

- _____ (to include: name, full address, registration number, VAT identification number, bank account number). The aforementioned Subcontractor shall carry out the following portion of the contract: _____ (to specify: subject of the works, quantity, indicative value in EUR excluding and including VAT, location, and the timeframe for the performance of these works).
- _____ (to include: name, full address, registration number, VAT identification number, bank account number). The aforementioned Subcontractor shall carry out the following portion of the contract: _____ (to specify: subject of the works, quantity, indicative value in EUR excluding and including VAT, location, and the timeframe for the performance of these works).
- _____ (to include: name, full address, registration number, VAT identification number, bank account number). The aforementioned Subcontractor shall carry out the following portion of the contract: _____ (to specify: subject of the works, quantity, indicative value in EUR excluding and including VAT, location, and the timeframe for the performance of these works).

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

The Contractor may not replace an existing Subcontractor or add a new Subcontractor if, on the date on which the Contracting Authority receives the notification of the change, the new Subcontractor has outstanding and due mandatory charges or other monetary non-tax obligations, as defined by the legislation governing financial administration and collected by the competent tax authority in accordance with the regulations of the state in which the Subcontractor is established or the regulations of the state of the Contracting Authority, in an amount of fifty EUR 50 or more, or if the new Subcontractor has failed to submit all tax withholding returns relating to income from employment for the period of the last five (5) years up to the date of the notification of the change.

Subcontractors *(to be applied only if the Contractor intends to perform the Contract without Subcontractors).*

Article x

The Contractor shall carry out the provisions of this Framework Agreement independently, without engaging Subcontractors.

The Contractor hereby undertakes that, in the event of entering into a Framework Agreement with a Subcontractor, it will obtain the Contracting Authority's written consent prior to making any changes. If the Contracting Authority establishes that the Services hereunder are performed by a Subcontractor that has not been authorised by the Contracting Authority, the Contracting Authority may withdraw from the Framework Agreement.

Anti-Corruption Clause

Article 8

Any framework agreement in which a person, on behalf of or for the account of another party to the framework agreement, promises, offers, or gives any undue advantage to a representative or agent of a public sector body or organisation, with the purpose of obtaining business, concluding business under more favourable terms and conditions, or omitting due supervision over the implementation of obligations under the framework agreement, or engaging in any other act or omission that causes damage to the public sector body or organisation, or enables a representative, agent, or intermediary of the public sector body or organisation, or the other party to the framework agreement, or their representative, agent, or intermediary to gain an undue advantage, shall be null and void.

Contractor's Obligations

Article 9

In the event that, during the performance of the service under this Framework Agreement, it becomes evident that the Contractor is not complying with the terms of the Framework Agreement, the Contracting Authority shall notify the Contracting Partner thereof. Should the Contractor fail to bring its performance into conformity with the requirements of the Contracting Authority or with this Contract within fourteen (14) business days from the date of receipt of the notice (or within such other period as may be agreed with the Contracting Authority), the Contracting Authority shall have the right to terminate the Framework Agreement immediately upon expiry of that period and to claim compensation for any justified and proven damages.

Article 10

The Contractor shall inform the Contracting Authority of any deficiencies in the Contracting Authority's order and of any other circumstances relevant to the Framework Agreement or its timely performance.

Security Clearance

Article 11

The Contractor shall ensure that the services under this Framework Agreement 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. Access shall be granted if the competent authority, following a security screening conducted in accordance 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 established that no security restriction exists, or if the individual, upon entry into premises and zones designated as areas of particular importance for defence, presents a valid security

clearance for access to classified information of the level CONFIDENTIAL or higher, and if an identification procedure is carried out. 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 Contractor's employees shall comply with the Contracting Authority's instructions concerning 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 contractual services, the Contractor shall send copies of the Security Screening Consent form included herein and signed by the employees in question for every respective employee, together with a cover letter to: glavna.pisarna@mors.si or to: Ministrstvo za obrambo, Direktorat za logistiko/Sektor za nabavo, Vojkova cesta 59, 1000 Ljubljana, Slovenia. The cover letter shall include the number and date of the Framework Agreement, the name, surname and date of birth of each employee, and the total number of consent forms enclosed.

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.

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.

Should an employee of the Contractor require access to information classified CONFIDENTIAL or higher for the purposes of providing agreed services, the said employee is required to possess a valid national Personnel Security Clearance of an adequate level, issued in accordance with the regulations governing the protection of and access to classified information. In addition, the Contractor must possess a valid national Facility Security Clearance of an adequate level of classification for the storage and handling of classified information in the Contracting Authority's restricted areas. In the case of access solely to information classified RESTRICTED (national classification: INTERNO), the organisation shall obtain a facility security clearance for the storage and handling of information classified RESTRICTED. Prior to such access, the organisation's employees shall obtain a certificate of completion of basic training in the handling of classified information and shall sign a statement confirming that they have been informed of the regulations governing the handling of classified information and that they undertake to comply with those regulations.

Should an employee of the Contractor require access to classified information of the NATO Alliance for purposes of providing agreed services, the said employee is required to possess a valid NATO Security Clearance to access the NATO Alliance's classified information issued on the basis of his/her national Personnel Security Clearance to access classified information of an adequate classification level. In addition, the Contractor must possess a valid NATO Facility Security Clearance of an adequate level of classification for the storage and handling of classified information. In the case of access solely to NATO classified information at the level RESTRICTED, the organisation shall obtain a facility security clearance for the storage and handling of information classified RESTRICTED (national classification: INTERNO). Prior to such access, the organisation's employees shall obtain a certificate of completion of basic training in handling classified information and shall sign a statement confirming that they have been

informed of the regulations governing the handling of NATO classified information and that they undertake to comply with those regulations.

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

In the event that classified information is to be distributed to the potential Contractor during the procurement procedure or during the term of the Framework Agreement, the said Contractor shall present a valid Facility Security Clearance of the level appropriate for the storage and handling of the classified information at the Contractor's premises.

Withdrawal from the Framework Agreement

Article 12

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

- becomes insolvent, or if a court order for the payment of debts has been issued against the Contractor, if the Contractor is subject to compulsory settlement or bankruptcy proceedings, if the Contractor as a legal person has adopted a resolution on dissolution (except for voluntary liquidation due to merger or restructuring), if a bankruptcy administrator has been appointed for any part of the Contractor's undertaking or assets, or if similar proceedings have been initiated against the Contractor as a result of debt;
- Fails to deliver goods and/or provide services for more than thirty (30) days.
- Enters into a subcontract with a new Subcontractor contrary to the provisions stipulated under the Subcontractors Clause included herein.
- Fails to fulfil its obligations hereunder in the manner prescribed herein;

If, after the conclusion of the Framework Agreement, the Contractor withdraws from the Framework Agreement and thereby fails to fulfil the obligations under the Framework Agreement for reasons attributable to the Contractor, and in the cases specified in the second and third indents of the first paragraph of this article, the Contractor shall be required to pay a penalty under the Framework Agreement in the amount of 15% of the value of the Framework Agreement, including VAT.

Framework Agreement Penalty

Article 13

Should the Contractor fail to deliver the goods to the Contracting Authority by the date agreed for the specific service for reasons that cannot be attributed to Force Majeure or the Contracting Authority, the Contractor shall be liable to pay the Contracting Authority a contractual penalty in the amount of five per mil (5‰) of the delayed delivery value, exclusive of VAT, for each day of such delay, but no more than fifteen percent (15%) of the delayed delivery value, exclusive of VAT.

Should the Contractor fail to deliver all of the Services subject hereto in full, it shall pay the Contracting Authority as contractual penalty an amount equal to fifteen percent (15%) of the total value of the Framework Agreement, inclusive of VAT.

The Contractor hereby agrees that the Contracting Authority may offset any claims arising from contractual penalties under this Framework Agreement against any of its financial obligations to

the Contractor under any contract or framework agreement. Should such offset not be possible, the Contracting Authority shall issue a separate invoice for the penalty, which the Contractor shall pay within eight (8) days of receipt.

Should the damage caused to the Contracting Authority exceed the penalty amount stipulated in the Framework Agreement, the Contracting Authority shall have the right to claim the difference up to the full amount of compensation.

Framework Agreement – Authorised Representatives

Article 14

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

For the purpose of implementation of this Framework Agreement, the Contracting Authority hereby authorises _____; the Contractor authorises _____.

Force Majeure

Article 15

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

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

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

Final Provisions

Article 16

The Contracting Authority shall be obliged to make payments to the Contractor until 31 December 2027. Any further payments beyond this date, up to the expiry of this Framework Agreement, shall be subject to the fulfilment of formal conditions in accordance with the applicable Budget Implementation Act of the Republic of Slovenia or the adopted state budget for the subsequent years. If the conditions for further payments are not fulfilled, the Contracting Authority shall immediately inform the Contractor thereof and of the Framework Agreement's termination date. The obligations and rights arising up to the date of termination of the Framework Agreement shall be mutually settled between the Contracting Authority and the Contractor.

Article 17

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

Article 18

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

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

Article 19

The Contractor's General Terms and Conditions may only apply to the extent that they do not conflict with or go beyond the provisions of this Framework Agreement.

Article 20

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

Article 21

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

Article 22

The Framework Agreement shall be made in two (2) copies in the Slovenian language and two (2) copies in the English language, of which each Party of the Framework Agreement shall receive one (1) copy in each language. In the event of any discrepancy between the Slovenian version and the English version, the Slovenian version shall prevail.

The Framework Agreement shall be signed electronically.

The Parties hereto agree that this Framework Agreement shall be considered concluded and will take effect on the date of signature by both Parties of the Framework Agreement.

Number: _____
In Ljubljana, on _____

Annexes, forming an integral part of this Framework Agreement:

- Annex – Definition of Quality Control for the Acceptance of Products
- Tender No. _____

- Security Screening Consent.

ANNEX TO THE FRAMEWORK AGREEMENT

DEFINITION OF QUALITY CONTROL FOR THE ACCEPTANCE OF PRODUCTS

Scope

1.1

Based on the concluded Framework Agreement, the Buyer/Contracting Authority and the Seller/Contractor/Supplier hereby define the principles, conditions and method of carrying out quality control for the acceptance of the products (hereinafter: acceptance), as well as the supervision of the quality assurance system implemented by the Seller/Contractor/Supplier.

General Provisions

2.1

Both Parties to the Framework Agreement shall respect the principle of due diligence as well as the principle of carrying out the delivery and acceptance of products out with minimal cost to both Parties and in accordance with the rules of the profession.

2.2

The Contractor/Supplier 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 Framework Agreement;
- 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 Buyer/Contracting Authority to the Seller/Contractor/Supplier.

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 shall be deemed ready for acceptance when it complies with the provisions of the Framework Agreement, is complete in terms of quantity, properly packaged and labelled, and accompanied by all documentation required under the Framework Agreement. 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 Seller/Contractor/Supplier or the Buyer/Contracting Authority on the basis of a written acceptance protocol or by agreement, unless otherwise specified in the Framework Agreement.

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 Framework Agreement; 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 Buyer/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 Seller/Contractor/Supplier and approved by the Buyer/Contracting Authority's authorised representative.

4.3

Should the authorised representative of the Buyer/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 Seller/Contractor/Supplier's expense.

The authorised representative of the Buyer/Contracting Authority may invite the contract administrator, the project manager or a representative of the contract proposer who has participated in the execution of the project or Framework Agreement, to assist in the identification of the product or in determining the required characteristics.

4.4

The authorised representative of the Buyer/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 Buyer/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 Buyer/Contracting Authority shall be borne by the Buyer/Contracting Authority. In the case of an unfavourable result for the Buyer/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 this Framework Agreement, and if the authorised representative of the Buyer/Contracting Authority decides to repeat the sampling, measurement, testing, or inspection, all resulting costs shall be borne by the Seller/Contractor/Supplier.

Seller/Contractor/Supplier's Obligations

6.1

The Seller/Contractor/Supplier must enable the authorised representative of the Buyer/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 Buyer/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 quality control and acceptance have been completed, it is established that the quality of the products is not in accordance with the provisions of the Framework Agreement due to an overlooked or hidden defect, the Parties to the Framework Agreement 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 Buyer/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 Buyer/Contracting Authority about the date of commencement of production. The Buyer/Contracting Authority has the right to control the production of goods intended for it, unless otherwise agreed in the Framework Agreement.

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 of the Republic of Slovenia 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 matter of the Framework Agreement.

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

LOGISTICS DIRECTORATE

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

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:
Framework Agreement Number:	Framework Agreement Date:	Contractual date of delivery:
Delivery note/Proforma 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/services:
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 CONTRACTOR/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 STIPULATED IN THE FRAMEWORK AGREEMENT.

Contractor/Supplier's authorised representative(s):

Contracting Authority's authorised representative(s):

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:

/.

Sent to:

- Contractor/Supplier (without annexes – received during acceptance);
- Framework Agreement 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 annexes);
- Bookkeeper (XY, OU – by IRDG – with annexes);
- Archives, Material Assets Management Division (original – without annexes).

Enclosures:

- 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. 163/22)
- EU General Data Protection Regulation (GDPR),

and the scope defined under Article 35 of the Defence Act (Official Gazette of the Republic of Slovenia, no. 103/04 – official consolidated text, 95/15 and 139/20).

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.