**ENHANCED AIR CONNECTIVITY OF SLOVENIA**

**FORMALLY COMPLETE APPLICATION FOR THE EXTENSION OF CO-FINANCING**

The application for the extension of co-financing, which the applicant submits to the Ministry of Infrastructure of the Republic of Slovenia on the basis of the Act on Aid to Ensure Enhanced Air Connectivity of Slovenia (Official Gazette of the Republic of Slovenia [Uradni list RS], Nos 16/23 and 85/24 – ZLet-1) and the Programme for enhanced air connectivity in the Republic of Slovenia for 2023–2025 adopted on its basis, and the Public call for tenders for enhanced air connectivity of Slovenia shall consist of the application form and the following annexes:

|  |
| --- |
| ANNEX No 1: Statement – agreement with the tender conditions |
| ANNEX No 2: Statement – amended business plan |
| ANNEX No 3: Statement – profitability of the route |
| ANNEX No 5: Power of attorney for service of documents in the Republic of Slovenia |

The amended business plan (Annex 2) must show that the route will become profitable no later than by the end of the public funding period, which may not exceed two years from the start of operation of the route.

The application form and the annexes must be signed and stamped (if the applicant does not use a stamp, this must be indicated in the application).

The complete tender dossier is attached.



|  |  |
| --- | --- |
| Project title: | Enhanced air connectivity of Slovenia |

Application form

1. Data on the applicant

|  |  |
| --- | --- |
| Company name: |  |
| Address: |  |
| Postcode: |  |
| Town: |  |
| Country: |  |
| Tax number: |  |
| Company registration number: |  |
| Telephone: |  |
| E-mail address: |  |
| Website: |  |
| Name and surname of the applicant’s responsible person:[[1]](#footnote-1) |  |
| Email address of the applicant’s responsible person: |  |
| Name and surname of the contact person for the project: |  |
| Telephone number of the contact person: |  |
| E-mail address of the contact person: |  |

1. Information on the bank

|  |  |
| --- | --- |
| Name of the bank: |  |
| Address: |  |
| Postcode: |  |
| Town: |  |
| Current account no: |  |
| IBAN: |  |
| BIC/SWIFT code: |  |
| Account holder: |  |

|  |  |  |
| --- | --- | --- |
| Date: | Stamp: | Signature of the applicant’s responsible person: |

1. Authorised person/subsidiary in Slovenia

|  |  |
| --- | --- |
| Name or title of the authorised person or name of the subsidiary: |  |
| Address: |  |
| Postcode: |  |
| Town: |  |
| Telephone: |  |
| Email address: |  |
| Contact person: |  |

|  |  |  |
| --- | --- | --- |
| Date: | Stamp: | Signature of the applicant’s responsible person: |

**Annex No 1**

**Statement – agreement with the tender conditions**

**Applicant** (name and registered office)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The applicant’s responsible person** (name, surname and title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As the responsible person of the applicant, I hereby declare that we aware of and agree to the contents of the public tender and the tender documentation.

I also declare that:

1. we are air carriers holding a valid operating licence issued by a Member State of the European Union or a state which is a member of the European Common Aviation Area, in accordance with Regulation (EC) No 1008/2008 on common rules for the operation of air services in the Community;
2. we operate or will operate international scheduled air services for the carriage of passengers;
3. we have traffic rights for the operation of international air services;
4. we are not in the process of returning unduly received state aid on the basis of a decision of the European Commission declaring the state aid received to be unlawful and incompatible with the internal market. This condition shall be deemed complied with if the decision of the European Commission is not yet final and we have placed the allegedly unlawfully obtained funds in a special trust account and do not dispose of them;
5. we have not been granted and have not applied for the grant of any other state aid for the operation of the new route for which we submit this application;
6. we have submitted the amended business plan which shows that after the financing period the route which is the subject of the aid will become profitable without public financing;
7. we have authorised a natural or legal person with a business address or residence in the Republic of Slovenia to receive documents, or we have a branch established in the Republic of Slovenia;
8. all the statements given in the application for the extension of co-financing, on the form and in the annexes are true and correspond to the actual situation.

In/at: Name and surname of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Signature of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No 2**

**Statement – amended business plan**

Pursuant to the fourth indent of paragraph one of Article 5 of the Act on Aid to Ensure Enhanced Air Connectivity (Official Gazette of the Republic of Slovenia, Nos 16/23 and 85/24 – Zlet-1; hereinafter: the Act)

as the responsible person of applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the framework of implementing the project Enhanced Air Connectivity of Slovenia I hereby issue the following:

STATEMENT

that it is evident from the attached amended business plan that after the financing period, the route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the subject of this application, has become profitable without public financing after the financing period.

The amended business plan contains:

* details of the new route, specifying the flight schedule,
* information on the estimated number of passengers,
* information on profitability at the end of the public financing period,
* data on the operating period after the end of public financing; and
* information on how the new route will be marketed to ensure the profitability target by the end of the public financing period.

In/at: Name and surname of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Signature of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No 3**

**Statement – profitability of the route**

As the responsible person of applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the framework of implementing the project Enhanced Air Connectivity of Slovenia I hereby issue the following

STATEMENT

that in the event the route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the subject of this application, becomes profitable in the period for which the aid is granted, we will inform the Ministry of Infrastructure of the Republic of Slovenia of the date on which profitability began and will not demand the payment of the subsidy.

We are aware that potentially paid subsidy for the operation of a profitable route shall be considered ineligible aid.

In/at: Name and surname of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Signature of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No 4**

**Sample annex to the agreement**

**Republic of Slovenia, Ministry of Infrastructure**, Tržaška cesta 19, 1000 Ljubljana, as the responsible authority represented by the **minister Alenka Bratušek, MSc** (hereinafter: the Ministry), tax number: SI 25967061, registration no: 2399270000

and

**«Upravičenec»**, «Naslov», «Poštna\_številka» «Kraj», represented by **«Status» «odg\_Oseba»** (hereinafter: **the Beneficiary**),

tax number: «Davčna\_št», registration number: «Matična\_št»,

hereby conclude

**ANNNEX TO THE AGREEMENT No «št\_pogodbe»**

**on the extension of co-financing of the project "Enhanced Air Connectivity of Slovenia"**

1. Article

The Parties to the Agreement hereby establish that:

* this Annex is concluded within the framework of the project Enhanced Air Connectivity of Slovenia (hereinafter: the Project), following a public call for tenders for Enhanced Air Connectivity (hereinafter: the Tender);
* the funds are granted on the basis of the Act on Aid to Ensure Enhanced Air Connectivity (Official Gazette of the Republic of Slovenia Nos 16/23 and 85/24 – ZLet-1), which establishes a state aid scheme that is compatible with the European Union’s internal market, as decided by the European Commission;
* the "Public call for tenders for enhanced air connectivity" was published in the "Official Gazette of the Republic of Slovenia XXX" and in the "Official Journal of the European Union XXX";
* that on xx. xx. xxxx they concluded Agreement No ……….. on the co-financing of the project "Enhanced Air Connectivity of Slovenia" (hereinafter: the Agreement);
* that Beneficiary "XXX" has submitted on xx. xx. xxxx an application for the extension of co-financing and a decision on selection for the project has been issued to it under number «Št\_sklepa» dated «Datum\_sklepa» (hereinafter: the Decision on Selection);
* the funds allocated to the Beneficiary under this Agreement constitute budgetary funds to be paid to the Beneficiary under the Development Programmes Plan 2023-2026 – Enhanced Air Connectivity of Slovenia Project, no. 2430-23-0003, in accordance with the public finance regulations;
* the Beneficiary is aware that the Annex is, in a certain part, subject to a public law regime, i.e. a regime different from the general rules of contract law;
* the Ministry is not only a Party to the Agreement in the Annex, but also the holder of the public interest in the implementation of the project for which it acts as the responsible authority. In order to pursue this interest, it holds specific authorisations which allow it to intervene in the provisions of this Annex, particularly where they refer to the competences of the responsible authority concerning control over the use of funds and the authorisation for that control, and
* that the reimbursement of the funds already paid to the Beneficiary does not result in damage difficult to repair.

Article 2

The subject matter of this Annex is to extend the co-financing of airport charges for up to two years from the start of operation of the route.

Article 3

A new Article 3a shall be added after Article 3 of the Agreement that reads as follows:

"Article 3a

The eligible costs under the Annex to the Agreement shall be 50% of the airport charges in respect of the route for the carriage of passengers "to or from the airport XXX", "to the airport XXX". The subject of the co-financing is fees or levies collected for the benefit of the airport managing body and paid by the airport users for the use of facilities and services which are exclusively provided by the airport managing body and which are related to the landing, take-off, lighting and parking of aircraft, and the processing of passengers and freight, including charges or fees paid for ground handling services and fees for centralised ground handling infrastructure, for the arrival and departure of aircraft from "airport XXX".

The Beneficiary shall be entitled to the costs referred to in the preceding paragraph of this Article "for the period XXX" from the start of operation of the new route.

The value of this Agreement for the entire period of co-financing is "up to XXX, with a payment dynamic of EUR XXX for 2025, EUR XXX for 2026 and EUR XXX for 2027."

Article 4

In Article 4, a new point 5a shall be added after point 5 to read as follows:

"5.a. every three months from the entry into force of this Annex to the Agreement, it shall submit a report (with details of the new route, flight schedule, actual air services provided, aircraft types and number of passengers carried) to the Ministry no later than 1 (one) month after the end of the three-month reporting period;".

Article 5

Paragraphs two and three of Article 13 of the Agreement shall be amended to read as follows:

"On the side of the Ministry, the administrator of the Agreement is «Skrbnik\_pogodbe\_MZI», and their deputy is «Namestnik\_skrbnika\_MZI».

On the side of the final recipient, the administrator of the Agreement is «Skrbnik\_pogodbe»«.

Article 6

This Annex shall be deemed null and void if anyone in the name of or on behalf of the Beneficiary promises, offers or gives any unlawful benefit to a representative or agent of an authority or organisation from the public sector with a view to the acquisition of business or the conclusion of a business transaction under more favourable terms, or to the omission of due supervision over the implementation of the contractual obligations or other act or omission by means of which damage is caused to a public sector authority or organisation, or by means of which illegal gain is made possible for a representative of such an authority, the agent of such an authority or an organisation from the public sector, the other Party to the Agreement or its representative, concessionaire or agent.

If it is established that the Beneficiary is subject to a prohibition of operations from Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No 69/11 – official consolidated text, 158/20, [3/22](http://www.uradni-list.si/1/objava.jsp?sop=2022-01-0014) – ZDeb and [16/23](http://www.uradni-list.si/1/objava.jsp?sop=2023-01-0301) – ZZPri) or *mutatis mutandis* equal regulation that replaces the said Act, this Agreement shall be considered void.

Article 7

The Parties to the Agreement agree that all other provisions of the contract remain unchanged.

Article 8

This Annex shall enter into force on the date on which it is signed by both Parties to the Agreement.

Article 9

This Annex is concluded in five (5) identical copies, of which the Ministry shall receive 3 (three) copies, and the Beneficiary 2 (two) copies.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | Case number: «Številka\_zadeve» | |
|  | |  | |
| «Beneficiary»  «odg\_Oseba»  «status\_z\_veliko\_zač» | | Republic of Slovenia  MINISTRY OF INFRASTRUCTURE  Alenka Bratušek  Minister  Ljubljana, | |
| *Place and date* |  | *Place and date* |  |

**Annex No 5**

**Sample power of attorney for service of documents in the Republic of Slovenia**

As the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby authorise

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*natural person or legal entity with business address or residence in the Republic of Slovenia\***

to receive documents intended for the applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the project Enhanced Air Connectivity of Slovenia.

**PLEASE PROVIDE PROOF THAT THE SELECTED AUTHORISED PERSON HAS ALSO ACCEPTED THE AUTHORISATION.**

In/at: Name and surname of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Signature of the applicant’s responsible person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex No 6**

**Labelling of the envelope for the applications on paper**

**NAME OF THE APPLICANT**

**STREET**

**POSTCODE**

**TOWN**

**Circle as applicable:**

**x application**

**x supplemented application**

**x amended application**

**x withdrawn application**

**Do not open – application**

**ENHANCED AIR CONNECTIVITY OF SLOVENIA – EXTENSION OF CO-FINANCING**

**No. 2430-23-0003**

**REPUBLIC OF SLOVENIA**

**MINISTRY OF INFRASTRUCTURE**

**TRŽAŠKA CESTA 19**

**1000 LJUBLJANA**

**Annex No 7**

Application completeness checklist

|  |  |  |
| --- | --- | --- |
| SUPPORTING DOCUMENTS | YES | NO |
| APPLICATION FORM |  |  |
| ANNEX No 1: Statement – agreement with the tender conditions |  |  |
| ANNEX No 2: Statement – amended business plan |  |  |
| ANNEX No 3: Statement – profitability of the route |  |  |
| ANNEX No 4: Sample annex to the agreement |  |  |
| ANNEX No 5: Sample power of attorney for service of documents in the Republic of Slovenia |  |  |
| ANNEX No 6: Labelling of the envelope – application on paper |  |  |
| ANNEX No 7: Application completeness checklist |  |  |

1. Please provide a declaration or document showing that the person named is authorised to represent the applicant. [↑](#footnote-ref-1)