**Contracting authority:**

**JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o.**

Vodovodna cesta 90

1000 Ljubljana

**The public tender is being managed under authority by:**

**JAVNI HOLDING Ljubljana, d.o.o.**

Verovškova ulica 70

1000 Ljubljana

Number: **VKS-164/21**

RE: JHL-216-114/2021

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| **TENDER DOCUMENTATION** |

FOR THE AWARD OF A PUBLIC CONTRACT BY LOW-VALUE CONTRACT PROCEDURE

**The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

Ljubljana, November 2021

# INVITATION TO TENDER

JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, pursuant to the authority of JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o. as the contracting authority

 **hereby invites**

all interested tenderers to submit their tender according to the requirements of the tender documentation:

**“The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN”**

The tender documentation defines the subject-matter of the public contract as well as the terms applied in selecting the economically most favourable tenderer with whom the framework agreement shall be concluded for the public contract in question.

Yours faithfully,

 Director

signed Zdenka GROZDE, LL.B.

1. **GENERAL PROVISIONS**
	1. **Subject-matter of the public contract**

The subject-matter of the public contract is **the supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN, type VEZ 2500 T.**

The quantities listed in the individual items of the quote (Annex 2/2) are indicative and are not binding on the contracting authority during the period of validity of the framework agreement. The contracting authority shall place the orders for deliveries and services throughout the validity of the framework agreement.

The framework agreement shall be concluded for a period of 36 months from the date of conclusion of the framework agreement by both parties to the framework agreement or until the value of the framework agreement is exhausted, whichever occurs the earlier.

The subject-matter of the public contract is defined in more detail in Chapter 2 of this tender documentation.

* 1. **Data on the contracting authority**

The contracting authority of the public contract is JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o., Vodovodna cesta 90, 1000 Ljubljana, which pursuant to the letter of authority has transferred the implementation of the procedure for the award of the public contract for **“The Supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**” to JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana.

* 1. **Legal basis and definition of the procedure**

The public contract shall be performed in accordance with the provisions of the:

* Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 and 14/18; hereinafter: ZJN-3),
* Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, 60/11-ZTP-D, 63/13, 90/14 and 60/17, hereinafter: ZPVPJN),
* other regulations adopted on the basis of the aforementioned acts and the applicable regulations relating to the subject-matter of the public contract.

The contracting authority is awarding the public contract according to the low-value contract procedure in accordance with Article 47 of the ZJN-3. The contracting authority shall inform the tenderers of all decisions in accordance with Article 90 of the ZJN-3 by publishing the signed decision referred to in this Article on the Public Procurement Portal.

* 1. **Language and unit of currency**

The public procurement procedure shall be conducted in the Slovene language. The tender documentation has been drafted in the Slovenian and English languages. In the case of doubt (inconsistencies) between the two language versions of the tender documentation (and its annexes), the Slovene language version shall be used for the linguistic interpretation thereof.

Economic operators can submit their tenders in either the Slovene or in the English language.

The contracting authority reserves the right to demand from an individual tenderer to provide an individual tender document in its translation into the Slovenian language at the expense of the tenderer (either done by a sworn translator for the Slovenian language or as a plain/uncertified translation), insofar as this is necessary for the purpose of conducting a review and/or evaluation of the tender. If a translation is needed, the contracting authority shall inform the tenderer and also specify the deadline by which the translation of the document must be submitted. If the tenderer fails to submit the translation within the deadline set by the contracting authority, the tender shall be excluded from further evaluation.

The contracting authority reserves the right to determine, at its discretion, whether the tenderer should submit a translation done by a sworn translator for the Slovenian language or a plain (uncertified) translation. The costs of translation shall be borne by the tenderer.

Financial information must be given in EUR, with up to two (2) decimal places.

* 1. **Additional clarifications to tenderers**

Additional clarifications or questions about the tender documentation can be requested by interested tenderers only **through the Public Procurement Portal**, but **no later than by 10. 12. 2021 by 10 a.m.** Any responses and clarifications will be published on the Public Procurement Portal, no later than by 14. 12. 2021 inclusive, provided that the relevant request is submitted by the deadline. The contracting authority is not obligated to respond to requests for further clarification or questions submitted in any other manner.

* 1. **Variant tender**

The contracting authority shall not allow the submission of variant tenders. The contracting authority shall reject any such tender as inadmissible.

* 1. **Review and evaluation of tenders**

Prior to the award of the public contract, the contracting authority shall verify the existence and content of the data or other particulars referred to in the tender of the tenderer to which it has decided to award the contract. The contracting authority shall perform the review and evaluation of tenders and award the public contract in the manner defined in the provisions of Article 89 of the ZJN-3.

* 1. **Framework agreement**

The framework agreement concluded with the selected tenderer shall be signed by the contracting authority's legal representative.

Before signing, the framework agreement will only be substantively adapted in terms of whether the selected tenderer submitted a joint offer, declared the participation of subcontractors, and similar.

The model framework agreement has been drafted in the Slovenian and English languages. If a tenderer with its registered office in the Republic of Slovenia is selected, the contracting authority shall conclude the framework agreement with the selected tenderer in the Slovenian language only. If a tenderer with its registered office outside of the Republic of Slovenia is selected, the contracting authority shall conclude the framework agreement with the selected tenderer in the Slovenian and English languages. In case of doubt (inconsistencies) between the two language versions of the framework agreement, the Slovene language version shall be used for the linguistic interpretation thereof.

In accordance with Article 14, Paragraph 6 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2, hereinafter ZIntPK), the selected tenderer shall, at the invitation of the contracting authority and before signing the framework agreement, submit a declaration or data on the participation of natural and legal persons in the selected tenderer's ownership structure, as well as on economic operators which are, in accordance with the provisions of the act governing companies, considered to be related to the selected tenderer (Annex 3/3). Should the tenderer submit a false declaration or give false information on these facts, this shall result in the framework agreement being null and void. Such a declaration will also need to be provided by other economic operators acting together with the tenderer. Should the tenderer fail to enclose Annex 3/3 with its tender, the contracting authority shall invite the tenderer to submit the completed annex in question before the framework agreement is concluded.

The written agreement governing joint protection measures to ensure safety and health at work, fire safety and environmental protection, and governing the obligations and rights of contractors and workers responsible for implementing these measures at joint sites at the Ljubljana RWMC at Cesta dveh cesarjev 101, Ljubljana (hereinafter: written agreement on protection measures), which the selected tenderer shall conclude with the contracting authority, shall also be considered an integral part of (annex to) the framework agreement.

The model framework agreement is an integral part of this tender documentation as Annex 7. The tenderer acknowledges its agreement with the content of the framework agreement and the written agreement on protection measures by signing Annex 3/1.

* 1. **Legal protection**

The tenderers shall have legal protection provided in accordance with the Act on legal protection in public procurement procedures (ZPVPJN).

* 1. **Data confidentiality and accessibility**

The contracting authority ensures the publicity and confidentiality of data in accordance with Article 35 of the ZJN-3, subject to the provisions of the act governing the protection of personal data, classified information, or companies.

Any information the tenderer legitimately designates as confidential or business secrets in accordance with the law governing companies, personal data protection or classified information will be used only for the purposes of the public tender and will not be accessible to anyone outside the circle of persons included in the tender proceedings. Such data shall not be published at the opening of the tenders, in the course of the procedure or later. The contracting authority shall be fully responsible for maintaining the confidentiality of such information.

The contracting authority shall provide access to data in accordance with Article 35 of the ZJN-3. The tenderer must send the request for access to data by the deadline to the contracting authority in writing to the address: JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana or by e-mail to the address: sjn@jhl.si or to the e-mail address of the contact person provided in the Contract notice (Section I: Public contracting authority) published on Public Procurement Portal.

* 1. **Warranty for defects**

The successful tenderer with whom the contracting authority shall conclude the framework agreement, shall guarantee the elimination of all kinds of defects relating to the subject-matter of the public contract in accordance with the provisions of the Code of Obligations.

* 1. **Tender integrity**

**The tenderer shall submit a tender covering the entire subject-matter of the public contract**, whereby the subject-matter of the tender must comply with the technical and other requirements set out in the tender documentation.

In the event that the subject of the tender does not comply with all the requirements and conditions of the tender documentation, the contracting authority shall exclude such a tender from participation in the public contract award procedure.

* 1. **Tenderers established outside the Republic of Slovenia**

Tenderers established outside the Republic of Slovenia shall fulfil the same terms as tenderers established in the Republic of Slovenia and prove their individual capacities in accordance with the requirements of the contracting authority as set out in the tender documentation applicable to all tenderers and in accordance with the provisions of Article 77, Paragraph 4 of ZJN-3, and attach relevant evidence to their tender.

The same shall apply to tenderers acting with a partner (joint tender) or subcontractors, or tenderers referring to the use of capacities of other entities established in a foreign country.

*A tenderer or economic operator established outside the Republic of Slovenia shall submit all certificates/evidence issued by the relevant authority showing that there are no grounds for exclusion of that particular economic operator and that it meets the terms for participation, provided the contracting authority is unable to obtain such a certificate from the relevant register.*

* 1. **Independent tender**

A tenderer can submit an independent tender. The tender shall include the annexes in accordance with this tender documentation.

* 1. **Joint tender**

A tender may be submitted by a group of tenderers who shall submit an act on the joint execution of the public contract (after Annex 1). This act shall define:

* mutual responsibility of the individual members of the group to implement the public contract within the group,
* unlimited joint and several liability of members of the group to the contracting authority in respect of all obligations,
* the party responsible for performing the contractual obligation with whom the contracting authority shall communicate,
* the operator of financial accounts and transactions with identification of the transaction account through which the payment of obligations performed will be carried out,
* the performance bond holder,
* terms in the event of a partner's withdrawal,
* authorization issued to the lead partner,
* definition of the shares and the scope of work.

In the case of a joint tender, the framework agreement shall be signed by all partners in the joint tender, unless provided otherwise in the legal act. In the context of a joint tender, each member of the group of contractors shall be jointly and severally liable to the contracting authority without any limitation.

In the case of a joint tender, the main (lead) tenderer shall, for all partners in the joint tender, submit and attach to the tender Annex 3/1 in pdf format in the section “PARTICIPANTS”, part “STATEMENT – other participants” (“Sodelujoči”, del “IZJAVA – ostali sodelujoči”) and the following documents in pdf format in the section “DOCUMENTS”, part “Other attachments” (“Dokumenti”, del “Ostale priloge”):

* the completed, signed and stamped Annex 1 TENDERER’S DETAILS,
* the completed, signed and stamped Form 1 to Annex 1 LEGAL ACT ON THE JOINT EXECUTION OF THE PUBLIC CONTRACT,
* the completed, signed and stamped Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA,
* the completed, signed and stamped Annex 3/3 DECLARATION BY A NATURAL PERSON,
* the completed, signed and stamped Annex 3/4 DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR’S OWNERSHIP STRUCTURE,
* other evidence, insofar as such is required under individual points in the continuation of the tender documentation.
	1. **A tender with subcontractors**

A tenderer may subcontract part of the public contract. Should the tenderer execute the public contract with subcontractors, it shall enclose with its tender:

* the completed annexes to the tender documentation relating to subcontractors,
* a list of all subcontractors and each part of the public contract to be subcontracted,
* a list of contact details and legal representatives of the proposed subcontractors,
* Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* the completed, signed and stamped Annex 3/3 DECLARATION BY A NATURAL PERSON,
* completed, signed and stamped Annex 3/4 DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR’S OWNERSHIP STRUCTURE,
* completed, signed and stamped Annex 4/1 LIST OF SUBCONTRACTORS AND REQUEST FOR DIRECT PAYMENT,
* completed, signed and stamped Form 1 to Annex 4/1 AUTHORISATION BY THE TENDERER (in the event of a request by an individual subcontractor for direct payment, authorising the contracting authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor/tenderer),
* completed, signed and stamped Form 2 to Annex 4/1 CONSENT BY SUBCONTRACTORS (on the basis of which the tenderer’s claims against the subcontractor shall be settled by the contracting authority instead if an individual subcontractor requests direct payment),
* an AGREEMENT ON MUTUAL COOPERATION (concluded between the tenderer and an individual subcontractor) (Form 3 to Annex 4/1)

The contracting authority shall reject any subcontractor to whom the grounds for exclusion referred to in point 3.1 of the tender documentation apply. The tenderer shall supply the same supporting documents on the fulfilment of the terms laid down in the preceding sentence as it must supply for itself, except in the case of terms where the supporting documents to be submitted by the subcontractor are already provided.

The tenderer to whom the contract is awarded shall be fully accountable to the contracting authority for the implementation of the contract, irrespective of the number of subcontractors.

A tenderer performing a contract with one or more subcontractors shall fully comply with the obligations set out in Article 94 of the ZJN-3 and the requirements set out in the tender documentation and shall submit for all listed subcontractors the completed, signed and stamped forms as required in the tender documentation.

Only where direct payment is requested by a subcontractor in accordance with and in the manner set out in Article 94, Paragraphs 2 and 3 of the ZJN-3, shall direct payment to such a subcontractor be deemed to be mandatory in accordance with the ZJN-3 and this obligation shall be binding on the contracting authority and the main contractor.

Where direct payment to a subcontractor is not mandatory in accordance with Article 94 of the ZJN-3, the contracting authority shall require the main contractor to submit, no later than 60 days from the payment of the final invoice or interim certificate, its written declaration and a written declaration by the subcontractor that the subcontractor has received payment for the works performed or the services or products supplied that are directly linked to the subject-matter of the contract.

The main contractor’s invoice or interim certificate shall be accompanied by the subcontractor’s invoice or interim certificate previously approved by the main contractor.

Should the tenderer fail to act in accordance with Article 94 of the ZJN-3, the contracting authority shall propose to the National Review Commission to initiate offence proceedings referred to in Article 112, Paragraph 1(2) of the ZJN-3 as provided by Article 94, Paragraph 7 of the ZJN-3.

*If the tenderer submits a tender without subcontractors, the tenderer does not need to complete/provide any annex relating to subcontractors.*

* 1. **Use of other entity’s capacities**

A tenderer may use the capacities of other entities for the performance of the public contract, as defined in Article 81 of the ZJN-3, providing grounds for exclusion from participation in the public procurement procedure referred to in Point 3.1 of the tender documentation do not exist with respect to the entities whose capacity the tenderer intends to use.

Should the tenderer wish to use the capacities of other entities, it must prove in the tender that it will have the resources available, for example by providing the assurances of these entities to such effect. In such a case, the contracting authority shall act in accordance with Article 81, Paragraph 2 of the ZJN-3.

The use of the capacities of other entities occurs when another entity is not directly involved in the execution of the contract, but, for example, merely lends certain equipment, technical means, machinery, etc. to the tenderer. If another entity with capacities at its disposal and to which the tenderer refers intends to directly carry out part of the subject-matter of the public contract itself, then such an entity meets the definition of a **subcontractor**, and therefore, the tenderer should nominate such an entity as a subcontractor **and not** as an entity whose capacity it uses.

Should an economic operator intend to use capacities of other entities (other than those of a partner in the case of a joint tender or subcontractor(s)) to execute the public contract, the following completed and signed annexes shall be attached for each of the entities whose capacities are referred to:

* the competed, signed and stamped Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* the completed, signed and stamped Annex 3/3 DECLARATION BY A NATURAL PERSON,
* completed, signed and stamped Annex 4/2 PARTICIPATION OF AN ENTITY WHOSE CAPACITIES ARE USED.

The tenderer to whom the contract is awarded shall be fully accountable to the contracting authority for the implementation of the contract, irrespective of the number of entities whose capacities the tenderer refers to in the tender or uses in the performance of the public contract.

*If the tenderer does not intend to use the capacities of other entities in the performance of the public contract, the tenderer does not need to comply with these provisions and complete/attach annexes relating to the entity(s) whose capacities* *are used by the tenderer.*

* 1. **Tender value**

The total tender value and price per unit (unit price) shall be expressed in EUR, rounded to two (2) decimal places.

The tenderer shall enter the total tender amount excluding tax in EUR and the amount of tax in EUR in the **section “Total tender value” (“Skupna ponudbena vrednost”)** in the space intended for that purpose. The amount including tax (EUR) and all data showing the total tender value are calculated automatically. In the **part “Pro-forma invoice” (“Predračun”)**, the tenderer shall upload the completed and signed Annex “QUOTE SUMMARY” in the pdf format.

“The total tender value” entered in the section with the same title and the document uploaded as a quote (Annex “QUOTE SUMMARY” in the “Pro-forma invoice” (“Predračun”) section, shall be evident and accessible during the public opening of tenders.

The tenderer shall complete, sign and stamp Annex 2/1 “TENDER” and attach it in pdf format to the tender in the **section “Documents”, part “Other attachments” (“Dokumenti”, del "Ostale priloge")**.

The Quote (Annex 2/2) is an integral part of this tender documentation and is available to tenderers in the electronic form in MS Excel format. The tenderer shall complete the cells in the “Unit price in EUR excluding VAT” column with prices for all quote items. The unit prices shall be expressed in EUR excluding VAT.The tenderer shall complete the cells in the “Unit price in EUR excluding VAT” column with prices for all estimated quote items. The prices shall be expressed in EUR excluding VAT, and expressed/rounded by the tenderer to two (2) decimal points. Should the tenderer fail to enter a unit price into the quote form, the contracting authority shall deem the value of the said item to be included in the total tender value.

Unit prices (in EUR excluding VAT) stated in the quote (Annex 2/2) shall be fixed for the period of validity of the framework agreement, except in the case of price reductions.

When preparing the tender and determining the tender price per unit, the tenderer shall take into account all material and non-material costs that will be required for the performance of the public contract in question, including labour costs, transport costs, costs of arrival of the contractor or its employees at the contracting authority's location, preparatory work costs, site organization costs, installation costs, measurement costs, workplace safety costs, costs of insurance of material, equipment, tools and labour, costs for the elimination of defects during the warranty period, the cost of producing the tender documents, discounts, duties and customs duties as well as the costs of all other work and tasks defined in the framework agreement as the contractor's obligations.

**In the case of any discrepancies between the information provided in the “Total tender value” section, “QUOTE SUMMARY” annex - uploaded to the section “Total tender value”, part “Pro-forma invoice” (“Skupna ponudbena vrednost”, del “Predračun”), and Annex 2/2 “QUOTE” - uploaded to the section “Documents”, part “Other attachments” (“Dokumenti”, del “Ostale priloge”), the information provided in the document uploaded to the section “Documents”, part “Other attachments” shall be considered valid.**

* 1. **Validity of the tender**

The validity of the tender is a minimum of four (4) months from the tender submission deadline.

* 1. **Method of charging and payment terms**

The method of calculation and the payment terms are shown in the enclosed model framework agreement.

1. **TECHNICAL SPECIFICATIONS (DESCRIPTION OF THE SUBJECT-MATTER OF THE PUBLIC CONTRACT) AND OTHER TENDER CONDITIONS AND REQUIREMENTS**
	1. **Technical specification**

The tenderer shall offer in full the goods and services that are the subject-matter of this public contract. When preparing the tender, the tenderer shall fully comply with the requirements and terms of the contracting authority stated in its tender documentation no. VKS-164/21. Should the subject-matter of the tender not meet all the descriptions, requirements, terms, declarations and qualities stated in the contracting authority’s tender documentation no. VKS-164/21, the contracting authority shall exclude such a tender from further assessment.

The subject-matter of the public contract is the supply of spare and wear parts, as well as the servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN, machine type VEZ 2500 T, with serial number 14261 010 and the technological code 424Z70.

The subject-matter is described and defined in detail in the quote.

The contracting authority shall first begin performing regular maintenance and servicing, as well as remedying any unforeseen defects, with its own staff and capacities. Should the contracting authority establish that it us unable to perform regular maintenance and servicing or eliminate any unforeseen defects (curative maintenance) with its own staff, the contracting authority shall invite the selected tenderer to perform regular maintenance and servicing or to eliminate the unforeseen defects (curative maintenance).

The tenderer shall offer and supply original spare parts or spare parts that are equivalent to the original spare parts. A spare part which meets the contracting authority’s requirements specified the tender documentation and the quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the spare part manufacturer) shall be considered equivalent to the original. The spare parts offered must be manufactured in accordance with the specifications, production standards and quality standards specified by the individual manufacturer for each item of the quote.

The selected tenderer will have to ensure that the spare parts supplied will be new and in no way refurbished.

Should the tenderer offer spare parts equivalent to original spare parts, the tenderer shall also complete the “Manufacturer’s catalogue number/Manufacturer” column in the quote with the spare part manufacturer’s catalogue number and the name of the manufacturer of spare parts that are equivalent to the original spare parts. Should the tenderer not state the manufacturer’s catalogue number and the name of the spare part manufacturer, the tenderer shall be deemed to offer original spare parts of the manufacturer.

* 1. **Other tender terms and requirements**
		1. **Technical support**

The tenderer shall provide the contracting authority with all requested technical and professional assistance, namely:

* in the event of difficulty in defining individual spare parts when ordering,
* if the installation of the spare parts supplied requires special conditions and knowledge during installation, which the contracting authority does not have.

In addition, the tenderer shall keep the contracting authority informed of changes to spare parts and potential new catalogue numbers of existing spare parts, listed in the quote, and provide access to the catalogue of spare parts.

* + 1. **Warranty**

The warranty period shall not be less than 12 months. If the warranty period is shorter than that required, the tender shall be excluded. The warranty period shall apply to both goods delivered and the installation (replacement) of the delivered goods that are needed to perform regular and/or curative maintenance, which, however, does not apply to wear parts. The warranty period shall also apply to major general renovations of machines.

The tenderer shall enter the warranty period in Annex 2/1.

* + 1. **Delivery times and response times for maintenance and servicing**

The services subject to this tender (regular and curative maintenance of machines) and the supplies of spare parts shall be performed successively during the validity of the framework agreement, on the basis of individual written orders (sent by e-mail) of the contracting authority. The deadline for the provision of individual services or the delivery of goods shall begin at the moment when the contracting authority submits a written (by e-mail) order for services or supplies of goods. The contracting authority shall submit the order to the contractor in writing via e-mail. The contracting authority shall order spare parts from the attached list of spare parts (quote) when necessary.

The services (regular and curative maintenance of machines) and the delivery of goods shall be performed on working days from Monday to Friday and outside holidays and other non-working days applicable in the Republic of Slovenia, i.e. supplies between 7.00 a.m. and 3.00 p.m. and services between 6.00 a.m. and 10 p.m., at the Ljubljana RWMC, Cesta dveh cesarjev 101, 1000 Ljubljana. In the event of unforeseen shutdowns and failures of machines that require the elimination of failure or defect as soon as possible (due to the shutdown of the technological process), services and deliveries shall be performed outside the contracting authority's defined working hours on the basis of prior agreement between the contracting authority and the contractor.

**The delivery time for spare parts (goods)** shall not be more than **4 (four) months** from the receipt of an individual order.

**Regular maintenance of machines** shall begin **not later than within 10 calendar days** from the written (e-mail) order of the contracting authority.

**Curative maintenance of machines**, i.e. unforeseen shutdowns and machine failures that cannot be remedied by the contracting authority:in the case of unforeseen machine failures, the contractor shall respond to the contracting authority’s written request (sent via e-mail) regarding the elimination of malfunctions and failures not later than within 3 (three) calendar days after the receipt of the contracting authority’s request/call and ensure the presence of its experts at the location/machine, and make continuous effort to remove the malfunction or failure. The selected tenderer shall eliminate the malfunction or failure within 10 (ten) calendar days from receipt of the contracting authority's request/call. The response time shall be counted from the hour and minute of the notice on the issue or the failure to the arrival of the contractor's experts at the contracting authority's location;

After the services have been rendered (regular and curative maintenance), the service technician must prepare a service report/work order, which is signed by the contractor and the contracting authority.

**The delivery times and response times are defined in more detail in the model framework agreement, which is an annex and an integral part of this tender documentation.**

* 1. **Ensuring workplace health and safety**

The selected contractor will be required to strictly comply with the provisions of the Decree on Ensuring Occupational Safety and Health on Temporary and Mobile Construction Sites (Official Gazette of the Republic of Slovenia, No. 83/05 and 43/11 - ZVZD-1) and, upon concluding the framework agreement with the contracting authority, also conclude a Written agreement regulating joint safety precautions to ensure occupational safety and health, which must be observed at the contracting authority's location (Ljubljana RWMC and/or MBT of the Ljubljana RWMC). Failure to comply with these provisions shall represent a reason for the suspension and withdrawal from the framework agreement.

1. **QUALITATIVE SELECTION**

For the purposes of qualitative selection, the tenderer shall meet the terms and requirements in accordance with the provisions of the ZJN-3, as well as the terms specified in this tender documentation.

If a tenderer intends to submit a joint tender, the qualitative selection criteria must also be met by each partner of the joint tender, where indicated in the tender documentation.

In the case of a tender with subcontractors and/or entities whose capacities the economic operator uses, the qualitative selection criteria, where indicated in the tender documentation, must also be met by each of the subcontractors specified by the tenderer in the tender, as well as by any entity whose capacity the economic operator uses.

The forms for declarations that the tenderer shall submit in its tender form part of the documentation.
Statements can be submitted on these forms or on tenderer’s own forms which, however, shall not significantly differ in substance from the enclosed forms. The tenderer’s declarations shall be made out in writing and signed by the tenderer. If the tenderer uses a stamp, the forms shall also be stamped. The contracting authority reserves the right to verify the authenticity of declarations or certificates with their signatories.

Pursuant to Article 47, Paragraph 3 of the ZJN-3, the contracting authority does not need to verify the existence and contents of the declarations in the tender unless it doubts the veracity of the tenderer’s declarations. In such a case, the contracting authority shall check the tenderer’s tender according to the provisions of the ZJN-3, and has the right to ask the tenderer to provide evidence or declarations of consent proving the veracity of the existence and contents of the declarations in the tender.

The contracting authority reserves the right to require, at the time of the examination of tenders and up to the time of the signature of the framework agreement, the tenderer to provide supporting documents or part of the supporting documents relating to the declarations on compliance with the required conditions, the authorisations necessary to verify compliance with the required conditions or data, and information on addresses where it is possible to verify compliance with the conditions or everything necessary for the examination and verification of tenders.

By signing Annex 3/1 and/or 3/2 the economic operator agrees that the contracting authority may acquire the information for the verification of the tender in accordance with Article 89 of the ZJN-3 from the uniform information system eDossier under Article 77, Paragraph 9 of the ZJN-3 and obtain a criminal record certificate from the Ministry of Justice.

Tenderers and individual members of a group of tenderers in the context of a joint tender, subcontractors and entities whose capacities the tenderer uses that are **established outside of the Republic of Slovenia** shall prove their individual capacity in accordance with the requirements of the contracting authority set out in the tender documentation applicable to all tenderers, and submit in the tender all certificates/evidence issued by the competent authority issuing such certificates/evidence showing that there are no grounds for exclusion of that particular economic operator and that it meets the terms for participation in the tender in so far as such a certificate cannot be obtained from the relevant register by the contracting authority.

If the Member State or third country of the economic operator established outside of the Republic of Slovenia does not issue the documents and certificates referred to in the previous paragraph or if they do not cover all the cases referred to Article 75, Paragraph 1, 2 and 4(b) of the ZJN-3, they may be substituted by an affidavit; if the member state or third country concerned does not issue affidavits, they may be substituted by the declaration of a certain person made before the competent judicial or administrative body, a notary public or a competent professional or trade organization in the country of origin of that person or in the country where the economic operator is established.

* 1. **Grounds for exclusion**

The required terms shall be met by the tenderer. If a tenderer intends to submit a joint tender, the required terms shall also be met by each partner of the joint tender. In the case of a tender with subcontractors, the required terms shall also be met by each of the subcontractors. In so far as the tenderer uses the capacities of other economic operators with respect to the terms and conditions relating to the economic and financial standing and technical and professional capacity in accordance with Article 81 of the ZJN-3, the following conditions shall also be met by the economic operators whose capacities the tenderer uses:

A: Grounds related to criminal convictions

The contracting authority shall exclude from participation in the public procurement procedure any economic operator for whom it is established, in the course of the verification in accordance with Articles 77, 79 and 80 of the ZJN-3, or for whom the contracting authority becomes otherwise aware that the economic operator or a person who is a member of the administrative, managerial or the supervisory authority of the economic operator in question or who has the power to act on its behalf, adopt decisions or exercise control in it, has been issued a final judgement containing elements of the offences defined in Article 75, Paragraph 1 of the ZJN-3.

Persons who are members of the administrative, managerial or the supervisory authority of the tenderer, partner in a joint tender, subcontractor or entity whose capacity the tenderer uses, or who have the power to act on their behalf, adopt decisions or exercise control in it shall complete and sign Annex 3/3.

B: Grounds related to the payment of taxes or social security contributions

The contracting authority shall exclude an economic operator from participation in the public procurement procedure if, in the course of verification in accordance with Articles 77, 79 and 80 of the ZJN-3, it is established that the economic operator has failed to pay mandatory taxes and other monetary non-tax liabilities in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is established or the rules of the country of the contracting authority, provided that on the date of the submission of the tender or application the value of such outstanding liabilities amounts to EUR 50 or more. An economic operator shall also be deemed not to have fulfilled the obligations referred to in the preceding sentence if, on the date of the submission of the tender or the application, not all withholding tax returns for income from employment have been submitted for the period of the last five years up to the date of the submission of the tender or application.

* 1. **Grounds for exclusion**

The contracting authority shall exclude from participation in the public procurement procedure a tenderer for whom, as a result of the verification in accordance with the ZJN-3, it is established or the contracting authority becomes otherwise aware that the tenderer does not meet the conditions in accordance with Article 75, Paragraphs 1, 2, and 4 of the ZJN-3.

If an economic operator is in one of the positions referred to in Article 75, Paragraph 1, 2, 4(b) or 6 of the ZJN-3 (grounds for exclusion under Points A, B, C and D(b) of Chapter 3.1 of the tender documentation), it may, on the basis of the Decision of the Constitutional Court of the Republic of Slovenia no. UI-180/19-17 and pursuant to Article 38, Paragraph 2 of the Act Determining the Intervention Measures to Mitigate and Remedy the Consequences of the COVID-19 Epidemic (Official Gazette of the Republic of Slovenia 80/20, hereinafter: ZIUOOPE) and in accordance with Article 75, Paragraph 9 of the ZJN-3, invoke a corrective mechanism by which it can prove its reliability despite the existence of grounds for exclusion and submit evidence to the contracting authority that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion.

In so far as, in completing the Declaration on the fulfilment of the qualitative selection criteria (Annex 3/1 and 3/2), the response is that the economic operator does not fulfil each of the above criteria and invokes the corrective mechanism in accordance with the previous paragraph, it shall delete the text in this part of the declaration on the fulfilment of the qualitative selection criteria and shall enclose with Annex 3/1 and 3/2 a description of the infringements and the measures taken and evidence to demonstrate its reliability despite the existence of the grounds for exclusion.

*The tenderer shall meet the terms required in point 3.1. If the tenderer appears with a joint tender, the required terms shall also be met by each partner in the event of a joint tender. In the case of a tender with subcontractors and/or entities whose capacity the tenderer uses, the required terms shall also be met by each of the subcontractors specified by the tenderer in the tender, as well as by any entity whose capacities the tenderer uses. The term “tenderer” used in Subpoints A, B and D is used as a neutral term for a tenderer, partner, subcontractor and entity whose capacities the tenderer uses.*

A: Grounds related to criminal convictions

The contracting authority shall exclude from participation in the public procurement procedure any economic operator for whom it is established, in the course of the verification in accordance with Articles 77, 79 and 80 of the ZJN-3, or the contracting party becomes otherwise aware that the economic operator or a person who is a member of the administrative, managerial or the supervisory authority of the economic operator in question or who has the power to act on its behalf, adopt decisions or exercise control in it, has been issued a final judgement containing elements of the offences defined in Article 75, Paragraph 1 of the ZJN-3.

Supporting documents:

An economic operator shall demonstrate compliance with these terms by signature and the submission of the following annexes:

* Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/3 DECLARATION BY A NATURAL PERSON.

B: Grounds related to the payment of taxes or social security contributions

The contracting authority shall exclude an economic operator from participation in the public procurement procedure if, in the course of verification in accordance with Articles 77, 79 and 80 of the ZJN-3, it is established that the economic operator has failed to pay mandatory taxes and other monetary non-tax liabilities in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is established or the rules of the country of the contracting authority, provided that on the date of the submission of the tender or application the value of such outstanding liabilities amounts to EUR 50 or more. An economic operator shall also be deemed not to have fulfilled the obligations referred to in the preceding sentence if, on the date of the submission of the tender or the application, not all withholding tax returns for income from employment have been submitted for the period of the last five years up to the date of the submission of the tender or application.

Supporting documents:

An economic operator shall demonstrate compliance with these terms by signature and by the submission of the following annexes:

* Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA.

D: National grounds for exclusion

The contracting authority shall exclude an economic operator from a particular procurement procedure:

* if, on the date on which the deadline for the submission of tender expires, the economic operator is excluded from public contract award procedures due to it being listed in the register of economic operators with negative references;
* if, in the last three years preceding the expiry of the deadline for the submission of tenders, the competent authority of the Republic of Slovenia or another Member State or third country has identified at least two violations of the legal provisions governing remuneration for work, working time, rest periods, work on the basis of civil law contracts despite the existence of elements of an employment relationship, or undeclared employment, for which the operator has been fined by a final decision or several final decisions.

Supporting documents:

An economic operator shall demonstrate compliance with these terms by signature and the submission of the following annexes:

* Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/2 STATEMENT ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA.
	1. **Terms for participation**
		1. **Capacity to pursue a professional activity**

The economic operator shall be registered in one of the professional or business registers kept in the member state in which the economic operator is established. The list of professional or business registers in the member states of the European Union is provided in Annex XI of Directive 2014/24/EU.

Where economic operators need a specific authorization or need to be members of a certain organization in order to be able to provide a service in their home country, the contracting authority may request they provide proof of such authorization or membership in the service contract award procedure.

*The above terms and conditions can be met by the tenderer independently, as a group of tenderers or with subcontractors or with entities whose capacities the tenderer will use (according to the activities that are the subject-matter of the public contract and will be performed by the individual entity participating in the tender).*

Supporting documents:

An economic operator shall demonstrate compliance with these terms by signature and the submission of the following annexes:

* Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA,
* appropriate proof of compliance with Paragraph 2 of this item, where such an authorisation or membership is required.

The contracting authority shall verify whether the economic operator with its registered office in the Republic of Slovenia is entered in one of the professional or business registers by reviewing publicly available AJPES data. The contracting authority reserves the right to request appropriate evidence if it is unable to access publicly available data. The tenderer shall submit the relevant evidence for an economic operator established outside the Republic of Slovenia.

* + 1. **Technical and professional capacity**
			1. Technical capacity

The tenderer shall have all the technical means and equipment and shall have the adequate technical capacity for the quality performance of the entire public contract within the anticipated time period in accordance with the requirements set out in the tender documentation, the rules of the profession and the provisions of the regulations and standards governing the subject area of ​​the public contract.

The tenderer (as a legal person) shall submit evidence that it is an authorized representative of the manufacturer for the Republic of Slovenia or that it can market/sell machines or spare parts that are the subject-matter of the public contract, and that it is qualified to maintain and service machines that are the subject-matter of the public contract, unless the tenderer is also the manufacturer. The evidence shall be issued by the machines’ manufacturer. The evidence shall not be older than 12 months counted from the deadline for the submission of tenders.

This condition can be fulfilled by the tenderer individually, together with a partner in the case of a joint tender, or together with a nominated subcontractor.

**Supporting documents:**

An economic operator shall demonstrate compliance with these terms by signature and the submission of the following annexes:

* Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA,
* Evidence (power of attorney, certificate, other declaration by the manufacturer) certified by the machine manufacturer that the tenderer is (as a legal person) an authorized representative of the manufacturer for the Republic of Slovenia or that the tenderer can market/sell machines or spare parts and that it is qualified to maintain and service the machines, unless the tenderer is also the manufacturer (Annex 5). The evidence shall not be older than 12 months counted from the deadline for the submission of tenders.
	+ - 1. Professional capacity

The tenderer shall demonstrate that it has at its disposal at least 1 (one) member of professionally qualified staff and will ensure activation of service specialists within the guaranteed response and implementation time for the performance of regular and curative maintenance.

In Annex 6, the tenderer shall list the name and surname of the service specialist, his/her employer, qualification or education and his/her number of years of work experience.

This condition can be fulfilled by the tenderer individually, together with a partner in the context of a joint tender, or together with a nominated subcontractor.

**If the professionally qualified staff is not employed by the tenderer, the tenderer must comply with the provisions of point 1.15 of the tender documentation (joint tender) or point 1.16 of the tender documentation (tender with subcontractors) for the professionally qualified staff referred to in Annex 6.**

**Supporting documents:**

* completed and signed Annex 6 PROFESSIONAL CAPACITY.

The contracting authority reserves the right to verify with the tenderer the fulfilment of this condition and/or request additional evidence, in so far as it considers this necessary.

* 1. **Other terms and conditions of the contracting authority**

The tenderer, group of tenderers in the context of a joint tender, all the subcontractors indicated in the tender and the entities whose capacities will be used by the tenderer, must not be on the list of business entities with which, pursuant to Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, no. 69/11-UPB2, hereinafter: ZIntPK), contracting authorities are not allowed to engage.

Supporting documents:

* Completed and signed Annex 3/1 DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA
* Completed and signed Annex 3/2 DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA,
1. **FINANCIAL COLLATERAL**
	1. **General**

As collateral ensuring the fulfilment of the tenderer’s obligations to the contracting authority, the tenderer shall submit financial collateral to the contracting authority in accordance with the requirements regarding financial collateral provided in the individual subpoints of this chapter. In the case of financial collateral in the form of a bank guarantee or suretyship insurance, it must be issued by a bank or insurance company with its registered office in the Republic of Slovenia and in the Slovenian language. The financial collateral must be irrevocable, unconditional and payable on the first demand, and issued according to the template from the tender documentation.

*Bank guarantees and suretyship insurance policies must include the following clause: “This insurance shall be subject to the Uniform Rules for Demand Guarantees (URDG), 2010 version, issued by the ICC under no. 758."*

*Suretyship insurance policies must include the following clause: "The original copy of the insurance policy need not be attached to the request for payment."*

The currency must be EUR. Financial collateral provided by the tenderer not using the attached template from the tender documentation must not differ significantly in content from the template of financial collateral from the tender documentation and must not contain additional payment conditions, deadlines shorter than those specified by the contracting authority, values lower than those determined by the contracting authority or changes in local jurisdiction governing any disputes between the beneficiary and the bank. The same applies to insurance policies in the form of suretyship insurance.

* 1. **Performance bond**

The selected tenderer shall, no later than within 15 (fifteen) calendar days from the conclusion of the framework agreement, submit to the contracting authority the original copy of the bank guarantee, or, by electronic means, in pdf format, a digitally signed bank guarantee or suretyship insurance as a performance bond to the amount of EUR 15,000.00 with a period of validity of at least 30 days after the expiry of the framework agreement.

Should the successful tenderer fail to fulfil its obligations under the framework agreement, the contracting authority shall be entitled to liquidate the performance bond and withdraw from the framework agreement without any liability to the contractor. Prior to liquidating the performance bond, the contracting authority shall invite the selected tenderer in writing to fulfil its obligations under the framework agreement and shall set a deadline for compliance.

Should the selected tenderer fail to submit a performance bond within 15 (fifteen) calendar days from the conclusion of the framework agreement and the contracting authority’s subsequent invitation in the amount defined in Paragraph 1, the contractor will be deemed to have withdrawn from the framework agreement and the framework agreement shall be deemed to have never been concluded.

A performance bond template is enclosed to this tender documentation (Annex 8). The performance bond may also be issued in the form of suretyship insurance issued by an insurance company. Such suretyship insurance must, in terms of its contents, conform to the bank guarantee template.

1. **CRITERIA FOR THE SELECTION OF TENDERERS**

The criterion for the selection of the most economic tenderer is **the lowest total tender value in EUR excluding VAT**.

In the case of two or more tenders with the same total tender price in EUR excluding VAT, the contracting authority will give preference to the tenderer who submitted their tender through the e-JN information system earlier (in terms of time – date and hour).

1. **DEADLINE FOR SUBMISSION OF TENDERS AND OPENING OF TENDERS, INSTRUCTIONS TO TENDERERS ON DRAFTING A TENDER, METHOD OF SUBMISSION OF TENDERS AND TENDER CONTENT**
	1. **Deadline for submission of tenders and public opening of tenders**

A tender shall be deemed to have been submitted on time if the contracting authority receives it via the e-JN system [https://ejn.gov.si](https://ejn.gov.si/) **by no later than** **21**. **12. 2021 by 10 a.m.** A tender marked in the e-JN information system with the status “ODDANO” (“SUBMITTED”) shall be considered a submitted tender. The tenderer shall bear all the costs of preparing and submitting its tender.

The tenderer may withdraw or amend its tender by the deadline for the submission of tenders. If the tenderer withdraws its tender in the e-JN information system, it shall be considered that the tender was never submitted, and the contracting authority will not see it in the e-JN system. If the tenderer amends its tender in the e-JN information system, the last submitted tender shall be available to the contracting authority in this system.

It is no longer possible to submit a tender after the expiry of the deadline for the submission of tenders.

The link for the submission of an electronic tender in this public procurement procedure can be found in the relevant Public Contract Notice on the JN Portal **in section “1.3 Communication” (“Sporočanje”)**.

The opening of tenders shall take place automatically in the e-JN information system on **21. 12. 2021** and will begin **at 10.01** on the website [https://ejn.gov.si](https://ejn.gov.si/).

At the time set for the opening of tenders, the e-JN system will automatically display tenderer’s details, variant tenders (if applicable) and the total tender value and will allow access to the document uploaded by the tenderer into the e-JN system to the section “Total tender value”, part “Pro-forma invoice” (“Skupna ponudbena cena”, del “Predračun”).

* 1. **The manner of and instructions on the submission of tenders**

Tenderer shall submit their tenders via the e-JN information system on the web address [https://ejn.gov.si](https://ejn.gov.si/), in accordance with point 3 of the document entitled Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the eJN system: TENDERERS, which forms part of this tender documentation and is published on the website [https://ejn.gov.si](https://ejn.gov.si/).

Prior to tender submission, the tenderer shall register on the website [https://ejn.gov.si](https://ejn.gov.si/) in accordance with the Instructions for use of the e-JN system. If the tenderer has already registered in the e-JN information system, it logs in the application on the same address.

The tenderer’s user authorized to submit tenders in the e-JN information system shall submit the tender by clicking on the “Submit” (“Oddaj”) button. Upon tender submission, the e-JN information system records the user's identity and the time of tender submission. By submitting a tender, the user demonstrates and declares the intention to submit a binding offer on behalf of the tenderer (Article 18 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Constitutional Court decision and 20/18 – OROZ631)). Submission of the tender means that it is binding for the duration specified in the tender unless the user withdraws or changes it before the deadline for the submission of tenders.

* 1. **Drafting of the tender**

The tender should be made so as to include all the required documents and forms referred to in point 6.4 of the tender documentation.

The responses to the questions provided and annexes to the tender documentation that need to be completed by the tenderers form the basis for determining the admissibility of the tender and the basis for qualitative selection of the tenderers according to the requirements and terms of this tender documentation. The tenderers shall attach all annexes unless stated otherwise in respective annexes.

Any changes, additions and corrections to the tender documentation as well as explanations and answers to tenderers’s questions published on the Public Procurement Portal, form an integral part of the tender documentation, which tenderers shall take into account in drafting their tender.

* 1. **Contents of the tender**

**A tenderer submitting its tender warrants, under criminal and material responsibility, that all the information and documents provided in the tender are true and that the photocopies of enclosed documents correspond to the originals. If not, the tenderer shall be liable to the contracting authority for any damages caused.**

**The documents to be included in the tender as required by the contracting authority in this public procurement procedure and which the tenderer should upload to the e-JN information system are listed below:**

* **Section “Total tender value” ("Skupna ponudbena vrednost")**

**The tenderer shall enter the total tender amount excluding tax in EUR and the amount of tax in EUR in the space intended for that purpose under the “Total tender value” (“Skupna ponudbena vrednost”) section. The amount including tax in EUR is calculated automatically. In the part “Pro-forma invoice” (“Predračun”), the tenderer shall upload the completed and signed Annex “QUOTE SUMMARY” in the pdf format. “The total tender value” entered in the section with the same title and the document uploaded as a quote (Annex “QUOTE SUMMARY” in the “Pro-forma invoice” (“Predračun”) section will be evident and accessible during the public opening of tenders.**

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| QUOTE SUMMARY |  |

**In the case of any discrepancies between the information provided in the “Total tender value” section, “QUOTE SUMMARY” Annex - uploaded to the section “Total tender value”, part “Pro-forma Invoice” (“Skupna ponudbena vrednost”, part “Predračun”), and Annex 2/2 “QUOTE” - uploaded to the section “Documents”, part “Other attachments” (“Dokumenti”, part “Ostale priloge”), the information provided in the document uploaded to the section “Documents”, part “Other attachments” (“Dokumenti”, del “Ostale priloge”) shall be considered valid.**

* **Section “DOCUMENTS”, part “STATEMENT – tenderer” (“Dokumenti”, del “IZJAVA – ponudnik")**

The tenderer (lead partner) shall complete, sign and stamp Annex 3/1 “DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA” and upload it in pdf format to the e-JN information system **in the section “DOCUMENTS”, part “STATEMENT – tenderer”**.

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| DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA | ***Annex 3/1*** |

* **Section “PARTICIPANTS”, part “STATEMENT – other participants” (“SODELUJOČI”, del “IZJAVA – ostali sodelujoči")**

In the event of **appearing with partners (joint tender)** the tenderer shall upload to the e-JN information system under the **section “PARTICIPANTS”, part “STATEMENT – other participants”** the completed and signed Annex 3/1 “DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA” in pdf format for each individual partner. If the tenderer does not intend to appear with a partner in the public contract in question, this annex does not need to be provided.

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| STATEMENT ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA | ***Annex 3/1*** |

In the event of **acting with subcontractors or using the capacities of other entities,** the tenderer shall upload to the e-JN information system under the **section “PARTICIPANTS”, part “STATEMENT – other participants”** the completed and signed Annex 3/2 “DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA” in pdf format. If the tenderer does not intend to subcontract or use the capacities of another entity in the public contract in question, this annex does not need to be provided.

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| DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA | ***Annex 3/2*** |

The annex need not be attached if the tenderer does not nominate any subcontractor in the tender and does not use the capacities of other entities to meet the terms relating to the economic and financial standing and technical and professional capacity.

* **Section “Documents”, part “Other attachments” ("Dokumenti", del "Ostale priloge")**

The tenderer shall upload the remaining documents from its tender that are required by this tender documentation to the e-JN information system in the **section “Documents”, part “Other attachments”**.

The documents to be included in the tender, as required below, shall be **submitted in the pdf format** (a scan of the entire tender with completed, signed and stamped tender documents). The tenderers are required to enclose all annexes, unless otherwise stated in the specific annex. The tenderer may replace the physical signature by an electronic signature, provided that e-JN permits this and the tender documentation does not specify otherwise (in this case a stamp is not required).

**The remaining tender documentation consists of the following documents (annexes):**

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| TENDERER’S DETAILS  | **Annex**  | **1** |

This annex shall be completed, signed, stamped **and uploaded to the section “Documents”, part “Other attachments”**. For a joint tender, the relevant number of copies of Annex 1 shall be completed by all tenderers – partners. This annex shall be accompanied by the legal act on the joint implementation of the public contract.

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| TENDER | ***Annex 2/1*** |

This annex shall be completed, signed and stamped and **uploaded to the section “Documents”, part “Other attachments”**.

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| QUOTE  | **Annex 2/2** |

This annex shall be completed, printed and signed and **uploaded** in pdf format **to the section “Documents”, part “Other attachments”.** The quote should preferably be provided also in MS Excel format.

In case of discrepancy between the quote in pdf format and the quote in MS Excel format, the contracting authority shall consider the quote in pdf format as relevant (if the tender is also accompanied by a quote in MS Excel format).

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| DECLARATION BY A NATURAL PERSON | ***Annex 3/3*** |

The declaration shall be completed and signed by ALL persons who are members of the administrative, managerial or the supervisory authority of the tenderer, or who have the power to act on its behalf, adopt decisions or exercise control in it (applicable to the tenderer, to all members of the group of tenderers — partners, to all nominated subcontractors and to all other entities whose capacities are used by the tenderer). This annex shall be uploaded to the **section “DOCUMENTS”, part “Other attachments”** in pdf format.

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| DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR’S OWNERSHIP STRUCTURE  | ***Annex 3/4*** |

The tenderer shall complete and sign the declaration. The declaration shall also be completed and signed by ALL individual members of the group of tenderers (partners), in the context of a joint tender, ANY subcontractors mentioned in the tender and ANY other entities whose capacities are used by the tenderer. This annex shall be uploaded to the **section “DOCUMENTS”, part “Other attachments”.**

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| PARTICIPATION OF A SUBCONTRACTOR | ***Annex 4/1*** |

The tenderer shall complete all the required data if it intends to subcontract part of the public contract. If the tenderer does not intend to subcontract part of the public contract in question, this annex does not need to be provided.

In so far as the tenderer intends to execute the subject-matter of the public contract with subcontractors, it shall comply with Article 94 of the ZJN-3 and submit for all indicated subcontractors a completed, signed and stamped Annex 4/1 and Form 3 to Annex 4/1 (agreement on mutual cooperation). Where the tenderer intends to execute the subject-matter of the public contract with a subcontractor who requests a direct payment in accordance with Article 94 of the ZJN-3, it shall attach to the tender Form 1 to Annex 4/1 (Authorization by the tenderer) and Form 2 to Annex 4/1 (Consent by subcontractors).

This annex shall be uploaded to the **section “DOCUMENTS”, part “Other attachments”** in pdf format.

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| PARTICIPATION OF THE ENTITY WHOSE CAPACITIES ARE USED | ***Annex 4/2*** |

This annex shall be completed, if a tenderer intends to use the capacities of other entities other than those of a partner in the case of a joint tender or of a subcontractor(s) to execute the public contract.

The tenderer shall make as many copies of all forms as needed. If a tenderer does not intend to use the capacities of other entities to execute the public contract, this annex does not need to be provided.

This annex shall be uploaded to the **section “DOCUMENTS”, part “Other attachments”** in pdf format.

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| TECHNICAL CAPACITY | ***Annex 5*** |

The tenderer shall complete and sign this annex and upload it to the **section “DOCUMENTS”, part “Other attachments”.**

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| PROFESSIONAL CAPACITY  | ***Annex 6*** |

The tenderer shall complete and sign this annex and upload it to the **section “DOCUMENTS”, part “Other attachments”.**

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| MODEL FRAMEWORK AGREEMENT | ***Annex 7*** |

By signing the Annex 3/1, the tenderer confirms that it agrees with its content.

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| PERFORMANCE BOND | ***Annex 8*** |

A performance bond template is attached to the tender documentation. The template does not need to be attached to the tender.

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| QUOTE SUMMARY |  |

**The tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(tenderer's name)*

hereby submit our **TENDER no.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN”**

1. **TENDER VALUE IN EUR EXCLUDING VAT**

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| --- | --- |
| **Total tender value in EUR excluding VAT** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the tenderer) |

|  |  |
| --- | --- |
| TENDERER’S DETAILS  | ***Annex 1*** |

**VKS-164/ 21– The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

|  |  |
| --- | --- |
| Tenderer's name |  |
|  |  |
| Tenderer's (registered) address |  |
|  |  |
| Legal representative (signatory of the framework agreement) |  |
| * role
 |  |
| * phone
 |  |
| * e-mail
 |  |

|  |  |
| --- | --- |
| Contact person |  |
| * role
 |  |
| * phone
 |  |
| * e-mail
 |  |

|  |  |
| --- | --- |
| Bank account |  |
| Bank |  |
| VAT identification number |  |
| Registration number |  |

The contractor’s representative (administrator of the framework agreement), who shall resolve any issues that may arise in connection with the implementation of this framework agreement, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| The tenderer is a SME\* (mark as appropriate): | * Yes
 | * No
 |

\*SMEs: micro, small and medium-sized enterprises as defined in Commission Recommendation 2003/361/EC.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the tenderer) |

***Instructions:*** *If several tenderers submit a joint tender, the relevant number of copies of Annex 1 must be completed by all tenderers - partners. In the case of a joint tender, the tenderers shall attach after this page the legal act on the joint performance of the public contract, signed and stamped by all tenderers involved in the performance of the public contract.*

**Form 1 to Annex 1**

**THE LEGAL ACT ON THE JOINT EXECUTION OF THE PUBLIC CONTRACT**

After Form 1 to Annex 1 the legal act on the joint execution of the public contract shall be attached, signed and stamped by all tenderers involved in the execution of the public contract.

|  |  |
| --- | --- |
| TENDER | ***Annex 2/1*** |

**TENDER NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN,**

The tender is submitted as (please mark):

|  |  |  |  |
| --- | --- | --- | --- |
| * an independent tender
 | * a joint tender
 | * with subcontractors
 | * using capacities of other entities
 |

1. **TENDER VALUE IN EUR EXCLUDING VAT**

|  |  |
| --- | --- |
| **Total tender price in EUR excluding VAT** | **EUR** |

***After this page, the tenderer shall attach the completed and signed quote (Annex 2/2) in pdf format.***

1. **WARRANTY**

For goods whose supply is the subject-matter of this public contract, the tenderer shall offer a warranty for the same duration and to the same extent as offered by the producer of the goods, counted from the successful quantitative and quality acceptance of the goods, which is carried out by the contracting authority or its representative signing the delivery note, but in any case no less than \_\_\_\_\_\_\_\_\_\_ months. The warranty shall not apply to wear parts. The warranty period shall also apply to major general renovations of machines.

1. **VALIDITY OF THE TENDER**

The validity of the tender is \_\_\_\_\_\_\_\_\_ months (minimum four (4) months) from the tender submission deadline.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the tenderer) |

|  |  |
| --- | --- |
| QUOTE | ***Annex 2/2*** |

The tenderer shall also attach **a completed and signed quote**, which is attached to the tender documentation in MS Excel format and shall be uploaded as part of the tender in **pdf format to the section “Documents”, part “Other attachments”**. The quote should preferably be provided also in MS Excel format.

|  |  |
| --- | --- |
| DECLARATION ON THE TENDERER’S/PARTNER’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA | ***Annex 3/1*** |

With regard to the public contract no. **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN,** (mark and complete as appropriate)

* we, **tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of the independent/lead tenderer),* registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* we, **partner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of partner),* registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HEREBY DECLARE:**

1. **Grounds for exclusion**
	1. that we (as an economic operator) have not been issued a final judgement containing elements of the offences defined in Article 75, Paragraph 1 of the ZJN-3;
	2. that we pay mandatory taxes and other monetary non-tax liabilities in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which we are established or the rules of the country of the contracting entity, and that the value of outstanding liabilities at the date of submission of the tender or application does not amount to EUR 50 or more and that on the date of submission of the application/tender all withholding tax returns for income from employment have been submitted for the period of the last five years up to the date of the submission of the application/tender;
	3. that on the date on which the deadline for the submission of tenders expires, we are not excluded from the public contract award procedures for being listed in the register of economic operators with negative references;
	4. that in the last three years preceding the expiry of the deadline for the submission of tenders, the competent authority of the Republic of Slovenia or another Member State or a third country has not found us (the economic operator) guilty of at least two infringements related to remuneration for work, working time, rest periods, work on the basis of civil law contracts despite the presence of labour relations elements, or undeclared work, for which we (the economic operator) were fined for a minor offence with a final decision or several final decisions.
2. **Terms for participation**
	1. that we have the capacity to pursue the professional activity and that we are registered for that activity in one of the professional or business registers kept in the member state of our establishment;
	2. that we have all the technical means, equipment and staff and have the adequate technical capacity for the quality performance of the entire public contract within the anticipated time period in accordance with the requirements of the tender documentation, the rules of the profession and the provisions of the regulations and standards governing the subject-matter of ​​the public contract;
	3. that we are not included in the list of business entities with which, pursuant to Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, no. 69/11-UPB2, hereinafter: ZIntPK), contracting authorities are not allowed to engage;
	4. that we agree with and fully comply with all the terms and conditions related to the subject-matter of the public contract for which we are submitting the tender, as well as with other terms and conditions stated in the tender documentation.
3. **Technical specification and tender terms and requirements**
	1. that we agree with and fully comply with all the terms and conditions related to the technical specification as well as other terms and conditions stated in Chapter 2 of the tender documentation and all its subpoints and annexes.
4. **Technical and professional capacity**
	1. that we have at our disposal professionally qualified and experienced staff capable of fulfilling the activities under the subject-matter of the public contract, that we have the professional and technical means, equipment and other tools necessary, that we have the managerial ability, are reliable and meet the formal, working and technical conditions, and that the subject-matter of our tender meets the standards and regulations governing the subject-matter of the public contract as well as the technical and all other conditions stated by the contracting authority in the tender documentation.

**By signing this declaration we also declare that we are fully informed of the content of the tender documentation including all its corrections and amendments and that we accept all other terms and conditions of this tender documentation, including the contents of the contract/framework agreement, collateral agreement templates, and we hereby declare under criminal and material liability that all information and documents submitted in the tender are true, and that the enclosed documents correspond to their originals. By signing this declaration, we declare that, if selected as the economically most favourable tender, we shall sign the contract/framework agreement without any objections at the invitation of the contracting authority.**

**By signing this declaration we give consent to JAVNI HOLDING Ljubljana d.o.o., which pursuant to the letter of authority issued by the contracting authority JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o. manages public contract no. VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN:**

* **to acquire the information for verifying the tender/requirements stated in item 3.1. of the tender documentation in line with Article 89 of the ZJN-3 in the uniform information system eDossier under Article 77, Paragraph 9 of the ZJN-3,**
* **to acquire a criminal records certificate for legal and natural persons from the Ministry of Justice for the purpose of verifying the compliance with conditions (requirements stated in item 3.1. of the tender documentation).**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp: | (name and surname, and signature of the tenderer/partner) |

***Instructions:*** *This declaration is to be filled in and signed by the tenderer as well as all other individual members of a group of tenderers (partners) in the case of a joint tender.*

|  |  |
| --- | --- |
| DECLARATION ON THE SUBCONTRACTOR’S/OTHER ENTITY’S FULFILMENT OF THE QUALITATIVE SELECTION CRITERIA | ***Annex 3/2*** |

With regard to the public contract no. **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN,** (mark and complete as appropriate)

* we, **subcontractor** *(name of the subcontractor),* registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* we, **entity whose capacities are used by the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of the entity whose capacities are used by the tenderer),* registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**hereby DECLARE that:**

1. **Grounds for exclusion**
	1. that we (as an economic operator) have not been issued a final judgement containing elements of the offences defined in Article 75, Paragraph 1 of the ZJN-3;
	2. that we pay mandatory taxes and other monetary non-tax liabilities in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which we are established or the rules of the country of the contracting entity, and that the value of outstanding liabilities at the date of submission of the tender or application does not amount to EUR 50 or more and that on the date of submission of the application/tender all withholding tax returns for income from employment have been submitted for the period of the last five years up to the date of the submission of the application/tender;
	3. that on the date on which the deadline for the submission of tenders expires, we are not excluded from the public contract award procedures for being listed in the register of economic operators with negative references;
	4. that in the last three years preceding the expiry of the deadline for the submission of tenders, the competent authority of the Republic of Slovenia or another Member State or a third country has not found us (the economic operator) guilty of at least two infringements related to remuneration for work, working time, rest periods, work on the basis of civil law contracts despite the presence of labour relations elements, or undeclared work, for which we (the economic operator) were fined for a minor offence with a final decision or several final decisions.
2. **Terms for participation**

**The declarations below only apply if the tenderer meets the terms for participation by engaging with subcontractors or by using the capacities of other entities. The declarations below apply proportionally, subject to the manner and degree of fulfilling the individual conditions relating to a subcontractor or another entity whose capacity the tenderer intends to use. The manner and degree of fulfilling the individual conditions as set out by the contracting authority’s requirements stated in the tender documentation are defined by the tenderer in its tender; the tenderer encloses the required or relevant documents, validated or issued by the subcontractor or another entity whose capacity the tenderer intends to use.**

2.1. that we have the capacity to pursue the professional activity and/or that we are registered for this activity in one of the professional or business registers kept in the member state of our establishment;

2.2. that we are not included in the list of business entities with which, pursuant to Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, no. 69/11-UPB2, hereinafter: ZIntPK), contracting authorities are not allowed to engage.

2.3. that we agree with and fully comply with all the terms and conditions related to the subject-matter of the public contract for which we participate in the submission of the tender, as well as with other terms and conditions stated in the tender documentation.

1. **Technical specification and tender terms and requirements**
	1. that (with respect to the activities representing the subject-matter of the public contract and that are to be implemented by the individual subcontractor/entity) we agree with and fully comply with all the terms and conditions related to the technical specification as well as other terms and conditions stated in Chapter 2 of the tender documentation and all its subpoints and annexes related to the subcontractor(s)/entity(ies) whose capacities are to be used by the tenderer;
2. **Technical and professional capacity**
	1. that we have (with respect to the activities representing the subject-matter of the public contract and that are to be implemented by the individual subcontractor/entity) at our disposal professionally qualified and experienced staff capable of fulfilling the activities under the subject-matter of the public contract, that we have the professional and technical means, equipment and other tools necessary, that we have the managerial ability, are reliable and meet the formal, working and technical conditions, and that the subject-matter of the tender meets the standards and regulations governing the subject-matter of the public contract as well as the technical and all other conditions stated by the contracting authority in the tender documentation related to the subcontractor(s)/entity(ies) whose capacities are to be used by the tenderer.

**By signing this declaration we also accept all other conditions and requirements of the tender documentation in question, including the provisions of the contract/framework agreement, and declare, under criminal and material responsibility, that all the information and documents provided in the tender are true and that the photocopies of the enclosed documents correspond to the originals.**

**By signing this declaration we give consent to JAVNI HOLDING Ljubljana d.o.o., which pursuant to the letter of authority issued by the contracting authority JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o. manages public contract no. VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN:**

* **to acquire the information for verifying the tender/requirements stated in item 3.1. of the tender documentation in line with Article 89 of the ZJN-3 in the uniform information system eDossier under Article 77, Paragraph 9 of the ZJN-3,**
* **to acquire a criminal records certificate for legal and natural persons from the Ministry of Justice for the purpose of verifying the compliance with conditions (requirements stated in item 3.1. of the tender documentation).**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and signature of the subcontractor/entity) |

***Instructions:*** *The declaration shall be completed and signed by the nominated subcontractor if the tenderer intends to perform this public contract with subcontractors, or by the entity whose capacity is used by the tenderer.*

|  |  |
| --- | --- |
| DECLARATION BY THE NATURAL PERSON | ***Annex 3/3*** |

**The public contract no. VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

Name and surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, who with the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(name of the economic operator*) act as a member of (circle as appropriate):

* the administrative body
* the managerial body, or
* the supervisory body

or having the power to (circle/mark as appropriate):

* act on its behalf
* adopt decisions, or
* exercise control in it

**HEREBY DECLARE**

**under criminal and material liability**

that I have been issued no final judgement containing elements of the offences from the Criminal Code (Official Gazette of the RS, no. 50/12 – official consolidated text, 6/16 – corr., 54/15 and 38/16; hereinafter: the KZ-1), as defined in Article 75, Paragraph 1 of the ZJN-3 and

**AUTHORISE**

JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, to acquire a criminal records certificate from the Ministry of Justice for the purpose of verifying the compliance with conditions in the public contract award procedure no. **VKS 164/ 21– The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**.

|  |  |  |
| --- | --- | --- |
|  (place, date) |  | (natural person’s signature) |

***Instructions:*** *The declaration shall be completed and signed by ALL persons who are:*

* *a member of the administrative, managerial or supervisory authority of the tenderer (in the case of a joint tender this applies to all members of the group of tenderers – partners) or*
* *have the power to act on its behalf, adopt decisions or exercise control in it.*

*This form can be copied as necessary!*

|  |  |
| --- | --- |
| DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP STRUCTURE | **Annex 3/4** |

*Details of the legal person (economic operator):*

Full company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Municipality of company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number in the court register (docket no.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With regard to the public contract **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**, we hereby provide, pursuant to Article 14, Paragraph 6 of the ZIntPK, data on the participation of natural and legal persons in the ownership structure of the economic operator, including the participation of silent partners, as well as economic operators who are, in light of the provisions of the act governing commercial companies, deemed to be related companies of the tenderer.

**We hereby DECLARE** that the following legal entities, including silent partners, are included in the ownership structure of the above economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Headquarters** | **Shareholding in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **….** |  |  |  |

**We hereby DECLARE** that the following natural persons, including silent partners, are included in the ownership structure of the above economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname** | **Address of permanent residence** | **Shareholding in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **…** |  |  |  |

**We hereby DECLARE** that in accordance with the provisions of the act governing commercial companies, the following economic operators are deemed related companies of the above economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name**  | **Headquarters**  | **Registration number** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **….** |  |  |  |

By signing this declaration, I hereby declare that no other natural and legal persons or silent partners, as well as economic operators who are, pursuant to the provisions of the act governing commercial companies, deemed to be the related companies of the tenderer, are involved in the entire ownership structure of the tenderer.

By signing this declaration, I certify the accuracy and veracity of the data and I am aware that the framework agreement shall be null and void in the case of false declarations or false information on the facts contained in this declaration. I undertake to notify the contracting authority of any change to the data provided.

*All declarations are made under criminal and material liability.*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the tenderer, partner, subcontractor) |

***Note****: The declaration may be provided on the company's own form.*

**In accordance with the response of the Commission for Prevention of Corruption to question no. 214 dated 23 February 2012 in the matter under no. 0672-1 / 2012-39 (published on the website**  [*https://www.kpk-rs.si/sl/pogosta-vprasanja*](https://www.kpk-rs.si/sl/pogosta-vprasanja) **), in the event that the tenderer or any of the companies involved in its equity structure are a public company, the tenderer may list only those shareholders of the tenderer which directly or indirectly hold more than 5% of the shares or more than 5% of the founders' rights, management rights or the equity of the public limited company.**

|  |  |  |
| --- | --- | --- |
| PARTICIPATION OF A SUBCONTRACTOR  | ***Annex***  | ***4/1*** |

**VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

In the annex, the tenderer shall list subcontractors with whom it will be acting in its tender and complete all the required data. The annex shall be signed by both the tenderer and the subcontractor.

|  |  |
| --- | --- |
| Subcontractor's name |  |
| Full address (headquarters) |  |
| **REQUEST FOR DIRECT PAYMENT (performed by the contracting authority) OF THE SUBCONTRACTOR’S CLAIMS AGAINST THE TENDERER**Pursuant to Article 94 of the ZJN-3, as a subcontractor, we hereby request that the contracting authority settle our claims against the contractor directly to our bank account, on the basis of interim certificates or invoices that are pre-approved by the contractor and will be attached to the invoice or the interim certificate that the contractor will issue to the contracting authority. |
| Please circle/mark as appropriate | YES | NO |
| All legal representatives of the subcontractor  |  |
| Subcontractor's registration number |  |
| Subcontractor's tax number |  |
| Subcontractor's bank account |  |
| Every part of the public contract (service/construction/goods) being subcontracted (type/description of services/works/supplies) |  |
|  |
|  |
| Quantity/share (%) of subcontracted public contract *(obligatory less than 100 %)* |  |
| Value of the works in EUR excluding VAT |  |
| Location of performance |  |
| Performance deadline |  |

***Instructions****: This form can be copied as necessary!*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the **subcontractor**) |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the **tenderer**) |

|  |  |
| --- | --- |
| AUTHORISATION BY THE PROVIDER | **Form 1 to Annex 4/ 1** |

Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN** and in accordance with Article 94 of the ZJN-3

**WE HEREBY AUTHORISE**

the contracting authority JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o., to make direct payments to meet our obligations to the following subcontractors based on an approved invoice or interim certificate:

|  |  |
| --- | --- |
| No.  | SUBCONTRACTOR’S NAME |
| 1. |  |
| 2. |  |
| 3. |  |

|  |  |  |
| --- | --- | --- |
| (place, date) | stamp | (name of economic operator, signature of responsible person) |

***Note:*** *The form shall be completed and signed where the tenderer intends to carry out a public contract with a subcontractor requesting direct payment in accordance with Article 94 of the ZJN-3.*

*In the event that the tenderer does not intend to carry out the public contract with a subcontractor requesting direct payment, the form need not be completed.*

***Instructions:*** *The main contractor’s invoice or interim certificate shall be accompanied by the subcontractor’s invoice or interim certificate previously approved by the main contractor.*

*This form can be copied as necessary!*

|  |  |
| --- | --- |
| SUBCONTRATOR'S CONSENT TO DIRECT PAYMENT | **Form 2 to Annex 4/ 1** |

As a subcontractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*subcontractor's name and full address*)

acting as a subcontractor of the tenderer

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WE HEREBY CONSENT**

that in connection with the performance of the subject-matter of public contract no. **VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN** the contracting authority settle our claims against the contractor (the tenderer with whom we will cooperate as a subcontractor) directly to our bank account, on the basis of the interim certificates presented or invoices that will be pre-approved by the contractor and be attached to the invoice or the interim certificate that the contractor will issue to the contracting authority.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (subcontractor’s name and surname and signature) |

***Instructions****: This form can be copied as necessary!*

***Note****: Direct payment to a subcontractor is compulsory if the subcontractor requests direct payment and the tender is accompanied by the subcontractor's request for direct payment. If the subcontractor does not request direct payment, this Annex does not need to be completed and the attachment need not be attached to the tender.*

|  |  |
| --- | --- |
| AGREEMENT ON MUTUAL COOPERATION | **Form 3 to Annex 4/ 1** |

**AGREEMENT**

**ON MUTUAL COOPERATION**

(Between the tenderer and the subcontractors – to be submitted by the tenderer)

|  |  |
| --- | --- |
| PARTICIPATION OF THE ENTITY WHOSE CAPACITIES ARE USED | ***Annex 4/2*** |

**VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

|  |  |
| --- | --- |
| Name of the entity |  |
| Full address |  |
| All entity’s legal representatives |  |
| Entity's registration number |  |
| Entity's tax number |  |
| Entity’s bank account |  |
| Any part of the public contract for which the tenderer intends to use the capacities of the entity |  |
| Quantity/Share (%) of the public contract excl. VAT |  |
| Location of performance |  |
| Performance deadline |  |

Date:......................... Date:.........................

Name and signature Name and signature of the entity

of the tenderer

.......................................... ………………………………………………

Stamp: Stamp:

***Note:***

*This annex should be completed and attached to the tender if the tenderer intends to use the capacities of other entities to perform the public contract.*

***Instructions:***

*This form can be copied as necessary!*

|  |  |
| --- | --- |
| TECHNICAL CAPACITY | ***Annex 5*** |

After this page, the tenderer should attach the supporting documentation referred to in item 3.2.2.1 of the tender documentation.

|  |  |
| --- | --- |
| PROFESSIONAL CAPACITY  | ***Annex 6*** |

**VKS-164/21 – The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

LIST OF THE DECLARED PERSONELL:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Cons. no. | Name and surname | Employer | Qualifications/Education | No. years of work experience |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| … |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (name and surname, and signature of the tenderer) |

|  |  |  |
| --- | --- | --- |
| MODEL FRAMEWORK AGREEMENT | ***Annex***  | ***7*** |

**Contracting authority's framework agreement no.:** ………………………

**Contractor’s framework agreement no.:** ………………………

**FRAMEWORK AGREEMENTT**

**for the supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**

concluded by

|  |  |
| --- | --- |
| **CONTRACTING AUTHORITY:** | **JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o.**, Vodovodna cesta 90, 1000 Ljubljana, represented by its Director **Krištof MLAKAR**, |
|  |  |
|  | VAT identification number: SI64520463 |
|  | registration number: 5046688 |
|  |  |
|  | (hereinafter: the contracting authority) |

and

|  |  |
| --- | --- |
| **CONTRACTOR:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, |
|  |  |
|  | VAT identification number: SI\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | registration number: ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | (hereinafter: the contractor). |

**I. INTRODUCTORY PROVISIONS**

Article 1

The parties to this framework agreement establish that JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, pursuant to the authority of the contracting authority, conducted proceedings for the award of public contract no. VKS-164/21 according to the low-value procurement procedure in accordance with Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 as amended; hereinafter: ZJN-3), published on the Public Procurement Portal on ………………….. under publication no. ………………………. with the aim of concluding a framework agreement for “**The supply of spare and wear parts and servicing and maintenance of the fine alternative fuel shredder manufactured by VECOPLAN**”, in which the contracting authority selected the contractor on the basis of the most economic tender and on the basis of the terms defined in the tender documentation no. VKS-164/21.

The framework agreement is concluded and shall enter into force on the date of signature by both parties to this framework agreement, subject to Article 36 of the framework agreement, and shall apply for 36 (thirty-six) months from the date of its conclusion or until the value of the framework agreement referred to in Article 3, Paragraph 1 of this framework agreement is exhausted, whichever is the earlier.

1. **SUBJECT-MATTER OF THE FRAMEWORK AGREEMENTT**

Article 2

The subject-matter of this framework agreement is the supply of spare and wear parts (hereinafter: supplies or goods) and servicing and maintenance of the fine alternative fuel shredder manufactured by Vecoplan, type VEZ 2500 T, with serial number 14261 010 and technological code 424Z70 (hereinafter: servicing and maintenance or services) at the site of the Ljubljana Regional Waste Management Center, Cesta dveh cesarjev 101, 1000 Ljubljana (hereinafter: the Ljubljana RWMC or the contracting authority's location).

The contractor undertakes to carry out the services and supplies under this framework agreement in accordance with the tender documentation of the contracting authority no. VKS-164/21 (hereinafter: the tender documentation), with the contractor’s tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, which is an annex to this framework agreement (hereinafter: the tender) and the contractor’s quote no. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ (hereinafter: the quote) and in accordance with the content of the requirements of the public contract no. VKS-164/21, all according to the rules of the profession, with due diligence of a good expert and in accordance with this framework agreement.

The quantities listed in the individual items of the quote are indicative and are not binding on the contracting authority during the period of validity of the framework agreement.

The contracting authority and the contractor explicitly agree that during the period of validity of this framework agreement, the contracting authority shall only order the goods and/or services that it actually needs and for which it has the necessary funds available.

1. **VALUE OF THE FRAMEWORK AGREEMENT**

Article 3

The estimated value of this framework agreement upon publication of the public contract notice on the Public Procurement Portal and on the date of conclusion of this framework agreement amounts to:

|  |
| --- |
|  EUR excluding VAT |

(in words: …………………………………………………………………… euros and zero cents).

The estimated value of the framework agreement does not include VAT. VAT shall be charged according to the applicable legislation of the Republic of Slovenia.

Article 4

Unit prices stated in the quote shall be fixed for the period of validity of the framework agreement, except in the case of price reductions.

Unit prices shall include all material and non-material costs required for the quality and timely execution of the subject-matter of the framework agreement, including labour costs, costs of transporting goods, preparatory work costs, site organization costs, installation costs, measurement costs, workplace safety costs, costs of insurance of material, equipment, tools and labour, costs for the elimination of malfunctions during the warranty period, the cost of producing the tender documents, discounts, duties and customs duties as well as the costs of all other work and tasks defined in the framework agreement as contractor's obligations.

Article 5

The contractor shall inform the contracting authority of any price reductions in a timely manner. In the event of a reduction in the market prices for the same goods or services, the contracting authority may request a reduction in the contractor's prices.

If, during the validity of the framework agreement, the contracting authority should need goods or services which, according to their purpose, belong to the same type of goods or services or are related to the subject-matter of the concluded framework agreement and these goods or services are not included in the quote, the contractor shall deliver these goods or provide these services in accordance with the provisions of this framework agreement, i.e. under the same conditions as those applicable to the goods or services specified in this framework agreement and/or quote.

The parties to the framework agreement shall, in the abovementioned case, on the basis of the contractor's tender or otherwise, agree on the price for such goods or services and add them to the list of goods or services in the quote, which the contracting authority already orders under this framework agreement.

The contracting authority shall purchase the goods or order the services from the contractor until the expiry of the framework agreement, at the price and under the conditions agreed in this framework agreement.

1. **METHOD OF CHARGING AND PAYMENT**

Article 6

The supplies of goods and services shall be charged on the basis of actually supplied services and goods. The supply of goods or services shall be deemed to have been properly performed with the signing of the handover protocol (work order, delivery note) by both parties to the framework agreement or their representatives.

The contractor shall issue an invoice for the supplies or services performed under the framework agreement within eight (8) calendar days from the date of the acceptance of the goods or service performance (upon acceptance, a written handover protocol confirming the receipt of the goods or services (work order, delivery note) shall be compiled and signed by both parties to the framework agreement or their representatives). The invoice shall be issued to the mailroom of the contracting authority, addressed to JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o., Vodovodna cesta 90, 1000 Ljubljana.

*A. In the event that the contractor is established in the Republic of Slovenia: The contracting authority shall pay the invoices issued in accordance with Paragraph 1 and 2 of this Article of the framework agreement to the bank account of the contractor or subcontractor officially registered with AJPES and indicated on the invoice within 30 (thirty) calendar days from the date of issuance of the proper invoice for the goods supplied or services rendered delivered to the contracting authority's mailroom.*

*B. In the event that the contractor is not established in the Republic of Slovenia: The contracting authority shall pay the invoices issued in accordance with Paragraph 1 and 2 of this Article of the framework agreement to the bank account of the contractor or subcontractor within 30 (thirty) calendar days from the date of issuance of the proper invoice for the goods supplied or services rendered delivered to the contracting authority's mailroom. The bank account must also be indicated on each individual invoice.*

If the issued invoice is incorrect, the contracting authority shall reject it by providing justification within five (5) calendar days of receipt, while the contractor is obligated to issue a new, revised invoice within three (3) calendar days of the rejection displaying the correct value of the delivered supplies or services.

In the event of late payment, the contractor shall be entitled to charge the contracting authority default interest.

Article 7

The parties to the framework agreement agree that they shall be precluded from transferring or ceding their monetary claims arising from this framework agreement to other legal or natural persons, with the exception of banks. Any cession of a monetary claim to other legal or natural persons (with the exception of banks) shall have no legal effect.

1. **SUBCONTRACTORS**

Article 8

Under this framework agreement, the contractor acts together with the following subcontractor(s):

|  |  |
| --- | --- |
| Subcontractor's name |  |
| Full address |  |
| Subcontractor's registration number |  |
| Subcontractor's tax number |  |
| Subcontractor's bank account |  |
| The subcontractor requests direct payment | YES / NO |
| Part of the public contract being subcontracted (type/description of works) |  |
|  |
| Quantity/Share (%) subcontracted |  |
| Value of the works excluding VAT |  |
| Location of performance |  |
| Performance deadline |  |

The contractor shall be fully responsible to the contracting authority for the sound performance of the obligations under the framework agreement, regardless of the number of subcontractors.

During the implementation of the framework agreement, the contractor shall inform the contracting authority of any changes to the particulars referred to in Article 94, Paragraph 2 of the ZJN-3, and of the particulars of new subcontractors which it intends subsequently to involve in the performance of the framework agreement no later than within five (5) days after any change. In the event of the involvement of new subcontractors, the contractor shall, together with the notice, also provide the following particulars and documents: the contact details and legal representatives of the new subcontractors, the annexes relating to a subcontractor and required in the tender documentation and a written request of the new subcontractor for direct payment, where direct payment is requested by the new subcontractor.

The contracting authority shall be entitled to reject a proposal for the replacement of a subcontractor or the involvement of a new subcontractor if this could affect the smooth implementation or completion of the services or supplies, or if the new subcontractor does not meet the conditions set out by the contracting authority in the tender documentation. The contracting authority shall notify the contractor of its rejection of the new subcontractor within ten (10) days of receipt of the proposal.

***applies in the event that the contractor acts with a subcontractor requesting direct payment:***

By signing this framework agreement, the contractor authorises the contracting authority to make direct payments, on the basis of approved invoice(s), to all subcontractors indicated in this framework agreement who requested direct payment. Upon submitting its tender, the subcontractor provided its consent to direct payment, under which the contracting authority shall settle the subcontractor's claim against the contractor instead of the contractor.

For the subcontractor requesting direct payment, the contractor shall enclose the following with each invoice:

* the subcontractor's invoice for the obligations performed under the framework agreement, approved by the contractor, on the basis of which the contracting authority shall make the payment for the obligations performed under the framework agreement directly to the subcontractor's account, or
* a declaration signed by the subcontractor, addressed to the contracting authority, stating that it is familiar with the specific invoice issued by the contractor or that it did not participate as a subcontractor in the performance of the obligations under the framework agreement covered by the invoice in question, and the subcontractor does not have and will not have any claim against the contracting authority relating to this invoice.

In the event that none of the documents referred to in the preceding paragraph are submitted for a declared subcontractor, the contracting authority shall withhold payment of the entire invoice without being in payment default until it is provided all documents.

The contracting authority shall settle the approved subcontractors’ invoices directly to the subcontractors in the same manner and within the same deadlines as agreed with the contractor.

Such obligations shall also apply to subcontractors of the main contractor’s subcontractors and/or further subcontractors in the subcontracting chain.

***applies in the event of a subcontractor not requesting direct payment:***

In the event that the contractor acts with a subcontractor who has not requested direct payment, at the request of the contracting authority, and no later than within sixty (60) days from the payment of the final invoice, the contractor shall provide its written declaration and the subcontractor's written declaration stating that the subcontractor received payment for the services or supplies performed which are directly related to the subject-matter of the framework agreement.

***applies in the event that the contractor does not act with subcontractors:***

Upon submitting its tender and upon conclusion of the framework agreement, the contractor has not declared any subcontractors for the implementation of the framework agreement.

During the implementation of the framework agreement, the contractor shall inform the contracting authority of any changes to the particulars referred to in Article 94, Paragraph 2 of the ZJN-3, and the particulars of new subcontractors which it intends subsequently to involve in the performance of such services and/or supplies no later than within five (5) days after any change. In the event of the involvement of new subcontractors, the contractor shall, together with the notice, also provide the following data and documents: the contact details and legal representatives of the new subcontractors, the annexes relating to a subcontractor and required in the tender documentation, and a written request of the new subcontractor for direct payment, where direct payment is requested by the new subcontractor.

The contracting authority shall reject any subcontractor who does not meet the conditions of the tender documentation relating to subcontractors. The contracting authority shall also be entitled to reject a proposal for replacement of a subcontractor or the involvement of a new subcontractor if this could affect the smooth implementation or completion of the services or supplies, or if the new subcontractor does not meet the conditions set out by the contracting authority in the tender documentation. The contracting authority shall notify the contractor of its rejection of the new subcontractor within ten (10) days of receipt of the proposal.

The contractor shall be fully responsible to the contracting authority for the sound performance of the obligations under the framework agreement, regardless of the number of subcontractors.

1. **PERFORMANCE DEADLINES**

Article 9

During the validity of the framework agreement, the supply of goods shall be carried out successively on the basis of written orders issued by the contracting authority (sent via e-mail). The contractor undertakes to ensure that the goods delivered will be new and fully functional and in accordance with the technical requirements of the contracting authority.

The delivery period shall not exceed 4 (four) months from the receipt of a written order (sent by e-mail). The delivery period shall begin on the date of the contracting authority issuing its written order (sent via e-mail) and conclude on the actual delivery date. In the event of an order via telephone, the contracting authority shall subsequently send the contractor a written order confirmation (via e-mail). The contractor shall deliver the goods to the location of the Ljubljana RWMC.

Deliveries shall be performed on working days from Monday to Friday and outside holidays and other non-working days applicable in the Republic of Slovenia, between 7.00 a.m. and 3.00 p.m. at the Ljubljana RWMC. In the event of unforeseen shutdowns and machine failures that require that the failure or defect be removed as soon as possible (because of a shutdown of the technological process), services and deliveries shall also be performed outside the contracting authority's defined working hours on the basis of prior agreement between the contracting authority and the contractor.

Upon acceptance of the goods, the contracting authority shall perform quantitative check and inspect each type of goods. The delivery note accompanying the delivery of the goods shall contain all the necessary information (contractor's document number, unit of measure and quantity).

The actual quantities shall correspond to the quantities indicated in the delivery note. In the event of mistakes in the quantity, the contracting authority shall immediately upon receipt of the goods notify the contractor of such a mistake with an annotation on the delivery note about the type and quantity of goods not delivered, which shall be confirmed with signature by the contractor's representative delivering the goods and the contracting authority's representative or contact person receiving the goods.

The person handing over the goods shall be deemed to be the contractor's representative.

Article 10

Regular and curative maintenance of machines shall be performed successively during the validity of the framework agreement, on the basis of individual written orders (sent by e-mail) of the contracting authority. The deadline for the provision of services shall commence on the day the written order is issued (by e-mail) by the contracting authority until the actual start of the provision of services. In the event of an order via telephone, the contracting authority shall subsequently send the contractor a written order confirmation (via e-mail). Services shall be provided at the Ljubljana RWMC location.

The contracting authority shall first attempt to perform regular and curative maintenance with its own staff and facilities. Should the contracting authority establish that it cannot perform regular and curative maintenance with its own staff, it shall invite the contractor to perform the services.

Regular and curative maintenance shall be performed on working days from Monday to Friday and outside holidays and other non-working days applicable in the Republic of Slovenia, between 6.00 a.m. and 10.00 p.m. at the Ljubljana RWMC. The maintenance must not result in any interference in the operation of MBT-M facilities or devices and must not cause any uncontrolled shutdown of any part of the technological plant. Should the contractor in the course of maintenance establish that the technological plant or a part thereof needs to be shut down or that the technological plant or a part thereof needs to be shut down several times during operating hours, which the contracting authority is unable to afford due to its own work process, the contractor shall be obligated to perform such maintenance during night-time between 10 p.m. and 6 a.m. or during holidays or non-working days in the Republic of Slovenia.

Article 11

The contractor shall begin performing regular maintenance no later than 10 (ten) calendar days following the written order by the contracting authority (sent via e-mail).

Article 12

In the event of unforeseen machine failures, the contractor shall respond to the contracting authority's written request (sent via e-mail) to eliminate malfunctions and failures no later than within 3 (three) calendar days after the receipt of the contracting authority's request/invitation and ensure the presence of its experts at the location of the machine, and make continuous effort to remove the malfunction or failure. The contractor shall remove the malfunction or failure within 10 (ten) calendar days from receipt of the contracting authority's request/invitation. The response time shall be counted from the hour and minute the issue or failure is reported to the arrival of the contractor's experts at the contracting authority's location.

In the event of a large-scale malfunction or failure where the contractor establishes that it cannot be removed within the prescribed time limit (e.g. where spare parts are needed that are not the subject of the quote and are not in stock or deliverable within the prescribed period), the contractor shall immediately inform the contracting authority in writing and make continuous effort to remove the failure or malfunction, and regularly inform the contracting authority of the progress.

Article 13

The contractor shall record all services performed and goods supplied in a handover protocol (work order and/or delivery note) containing a detailed inventory of the services provided and the goods delivered or replaced, including at least the following information:

* identification of the device/machine on which the services were performed,
* the number of hours worked and the time during which the services were performed,
* the quantity and type of goods installed.

The handover protocol (work order and/or delivery note) approved by the representative of the contracting authority shall serve as the basis for the invoice to be issued by the contractor.

1. **QUALITY, WARRANTY AND COMPLAINTS**

Article 14

The contractor undertakes to ensure that the quality of the supplies and services provided is in accordance with the applicable laws, regulations, standards, practices in force, the contracting authority’s guidelines and all the conditions laid down by the contracting authority in the contract or technical specification, or when the contracting authority requests it to do so.

The contractor shall ensure that the spare parts supplied will be the original spare parts of the manufacturer of the machinery/installation or equivalent to the original spare parts. A spare part which meets the requirements of the contracting authority as specified in the tender documentation and the quote (the spare part of another manufacturer, which must, however, meet the prescribed technical requirements of the spare part manufacturer) shall be deemed to be equivalent to the original spare part. The spare parts supplied shall be manufactured in accordance with the specifications, production standards and quality standards laid down by each manufacturer in respect of each item in the quote.

The contractor shall ensure that the spare parts delivered will be new and in no way refurbished.

The Contractor shall ensure that the supplies delivered will comply with all European Union regulations, standards and directives and be suitable for sale on the European Union single market and marked accordingly, if such marking is required.

In the event of non-compliance of the supplies or services provided with the technical specification of the contracting authority and/or the applicable legislation relating to the subject-matter of the framework agreement and/or the technical documentation to be submitted by the contractor at the time of handover of the supplies or services provided, the contracting authority may withdraw from the framework agreement and liquidate the financial collateral (performance bond) without any obligation to the contractor, and the contractor shall also cover the price difference up to the next most advantageous tender, for which the contracting authority shall issue an invoice.

Article 15

For goods the supply of which is the subject-matter of this framework agreement, the contractor shall offer a warranty of the same duration and to the same extent as that offered by the manufacturer of the goods, counted from the successful acceptance of the quantity and quality of the goods effected by the signature of the delivery note by the contracting authority or its representative, but not less than \_\_\_\_\_\_\_\_\_\_\_\_\_ months. The warranty shall not apply to wear parts. The warranty period shall also apply to major general renovations of machines. The invoice shall be considered as the warranty.

Should deficiencies arise during the warranty period due to the quality of the goods or services, the contractor shall remedy them at its own expense not later than fourteen (14) working days from the date on which the contracting authority informs it in writing of the defect. The contractor shall be required to replace all goods found to be defective due to a manufacturing defect free of charge.

Article 16

The contracting authority shall notify the contractor of any complaints due to quantity deficiencies immediately (with a note on the delivery note about the type and quantity of goods that were not delivered), and in any event no later than within eight (8) days from the date of receipt of the goods.

The contracting authority shall notify the contractor in writing of any complaints due to the inadequacy of the goods delivered or services performed at any time during the term of validity of the framework agreement.

Article 17

Any complaint due to the inadequacy of the goods delivered or services provided shall be resolved no later than within two (2) working days from the receipt of a written notice of complaint. The defects established on the goods or services shall be noted in a protocol to be signed by both parties to the framework agreement or their representatives. The protocol form shall be provided by the contractor.

The contractor undertakes to notify the contracting authority on the resolution of a complaint by the deadline stipulated in the previous paragraph (in writing, by e-mail) and to deliver the goods or perform the services subject to the complaint by the agreed deadline.

For positively resolved complaints, wrongly sent and returned goods or for incorrectly performed services, the contractor shall issue a credit note to the contracting authority, which decreases the contracting authority’s obligation by the stated amount.

1. **FORCE MAJEURE**

Article 18

The contractor shall not be liable for partial or complete failure to fulfil its obligations if this is due to force majeure.

Force majeure is understood to include all circumstances of an exceptional nature that arise after the conclusion of the framework agreement and which the relevant case law recognizes as force majeure. If the services and/or supplies are wholly or partly prevented or disrupted, the contractor shall be obligated to immediately inform the contracting authority. It is also obligated to regularly inform the contracting authority of the termination of such circumstances. At the request of the contracting authority the contractor shall prove the existence of force majeure.

Only in the cases referred to in this Article the contracting authority shall not seek penalties against the contractor in accordance with the provisions of Articles 21, 22, 23 or 24 of this framework agreement.

1. **OBLIGATIONS OF THE PARTIES TO THE FRAMEWORK AGREEMENT**

Article 19

The contractor undertakes to:

* conclude with the contracting authority a Written agreement governing the common protective measures to ensure health and safety at work at the Ljubljana RWMC location, and which is enclosed to this framework agreement,
* consider the current situation at the MBT plant of the Ljubljana RWMC, so that the implementation of the subject-matter of the framework agreement will not hinder the working process at the Ljubljana RWMC site,
* carry out the services and deliveries assumed in a professional and correct manner, conscientiously and with good quality, in line with all applicable technical rules, standards and norms, in close cooperation with the contracting authority (due diligence of a good expert),
* assume responsibility for compliance with protective measures at the Ljubljana RWMC site,
* carry out the supplies and/or services in a manner that does not endanger the safety and health of others at the Ljubljana RWMC site (prevent unauthorized people from gaining access to the working area of ​​machinery, reduce dust to the lowest possible level),
* provide the contracting authority with technical and professional assistance when required, if the contracting authority has difficulties in defining individual spare parts to order or if the installation of the delivered goods requires special conditions and knowledge during installation, which the contracting authority does not yet possess,
* promptly notify the contracting entity in writing (by e-mail) of any circumstances that have arisen during the performance of the supplies or services subject to this framework agreement that could affect their substance or time of performance, and propose appropriate amendments or supplements to this framework agreement;
* supplement and modify at its own expense and within the period agreed upon with the contracting authority the scope of the supplies or services contracted, if shortcomings are established in the contractor’s provision of supplies or services,
* enable the contracting authority to inspect the services and supplies performed and to supervise the performance of services or the installation of goods,
* inform the contracting authority of any change that could affect the fulfilment of obligations under the framework agreement,
* settle any damages caused during the provision of services at the Ljubljana RWMC site to the contracting authority’s facilities or devices, or to third persons,
* remove all packaging and any waste generated during the provision of services at its own expense and dispose of them in accordance with the applicable regulations on packaging and waste management,
* obtain the contracting authority’s prior written consent before subcontracting any delivery of goods or provision of services to a third party,
* ensure the provision of services with workers who are professionally qualified to provide such services,
* equip workers with personal protective equipment, means and aids corresponding to the risk of injury, whereby the contractor’s/subcontractor’s mark (logo) must be visible on the clothing,
* ensure that workers comply with all regulations of the contracting authority concerning presence in the area of the contracting authority's facility.

The contractor shall use the contracting authority's technical means (ladders, lifting platforms, etc.) at its own risk, and the contracting authority shall not be liable for any injury of the contractor or its employees resulting from the improper use of the equipment or its failure. In the event that the contracting authority's equipment has been damaged by the contractor, the contractor shall be obligated to reimburse the contracting authority for all the costs of repair and for any potential damages resulting from the inability to use the equipment.

Article 20

The contracting authority undertakes to:

* conclude a Written agreement with the contractor governing common protective measures to ensure health and safety at work at the Ljubljana RWMC location, and which is enclosed to this framework agreement,
* cooperate with the contractor with a view to ensuring timely fulfilment of obligations under the framework agreement,
* regularly inform the contractor of any change that could affect the fulfilment of obligations under the framework agreement,
* meet its obligations to the contractor and its nominated subcontractors,
* keep/maintain an overview of the supplies and services performed by the contractor; should the contracting authority establish that the contractor is not fulfilling its obligations in accordance with the provisions of this framework agreement and the requirements of the tender documentation, the contracting authority may immediately withdraw from the framework agreement in writing, without any liability to the contractor.

The contracting authority shall provide any additional information to the contractor on the basis of the latter's written or oral request and on the basis of own assessment of the necessity of the requested information for the completion of the obligations under this framework agreement.

1. **FINANCIAL COLLATERAL**

Article 21

The contractor undertakes to submit to the contracting authority, no later than within fifteen (15) days of the conclusion of the framework agreement, the original copy of the financial collateral or, by electronic means, in pdf format, the financial collateral digitally signed as a performance bond (hereinafter: financial collateral) in the amount of EUR 15,000.00 and with a period of validity of at least 30 days after the expiry of the framework agreement.

The financial collateral in the amount and with the validity referred to in the first paragraph of this Article of the framework agreement may be issued in the form of a bank guarantee or an insurance policy issued by an insurance company (so-called suretyship insurance).

Should the contractor fail to comply with its obligations under the framework agreement, the contracting authority shall be authorised to liquidate the financial collateral and withdraw from the framework agreement without any liability whatsoever to the contractor. Prior to liquidating the financial collateral, the contracting authority shall invite the contractor in writing to fulfil its obligations under the framework agreement and shall set a deadline for compliance. Should the contractor fail to submit the financial collateral within the period referred to in the first paragraph of this Article, the contractor shall not be entitled to the payment for any goods already ordered and delivered, or services already provided.

Should the contractor fail to provide financial collateral in the amount and with the validity specified in the first paragraph of this Article within fifteen (15) days from the conclusion of the framework agreement, it shall be deemed to have withdrawn from the conclusion of the framework agreement and the framework agreement shall be deemed to have never been concluded.

1. **PENALTY UNDER THE FRAMEWORK AGREEMENT**

Article 22

Should the contractor fail to fulfil its obligations in the deadline as specified in Article 9 and/or 11 of the framework agreement and the delay or default is not due to force majeure as defined in Article 18 of this framework agreement, the contracting authority shall be entitled to charge the contractor a penalty under the framework agreement in the amount of EUR 100.00 (one hundred euros) excluding VAT for each calendar day of delay, but not more than a total of 1 % (one percent) of the estimated value of the framework agreement excluding VAT as specified in Article 3, Paragraph 1 of this framework agreement.

Should the penalty under the framework agreement exceed 1% (one percent) of the estimated value of the framework agreement excluding VAT, the contracting authority shall be entitled to liquidate the financial guarantee (performance bond) and withdraw from the framework agreement without any liability whatsoever to the contractor.

Article 23

Should the contractor fail to fulfil its obligations in the deadline specified in Article 12 of the framework agreement and the delay or default is not due to force majeure as defined in Article 18 of this framework agreement, the contracting authority shall be entitled to charge the contractor a penalty under the framework agreement in the amount of EUR 200.00 (two hundred euros) excluding VAT for each calendar day of delay, but not more than a total of 1 % (one percent) of the estimated value of the framework agreement excluding VAT as specified in Article 3, Paragraph 1 of this framework agreement.

Should the penalty under the framework agreement exceed 1% (one percent) of the estimated value of the framework agreement excluding VAT, the contracting authority shall be entitled to liquidate the financial guarantee (performance bond) and withdraw from the framework agreement without any liability whatsoever to the contractor.

The contracting authority is not entitled to invoke a penalty for a delay if it accepted the fulfilment of obligations yet did not immediately notify the contractor of reserving the right to invoke a penalty. In the event that the contracting authority accepts the fulfilment of obligations and demands payment of a penalty, the contracting authority shall inform the contractor of this immediately, in line with Article 251, Paragraph 5 of the Code of Obligations.

Article 24

In order to enforce the penalties stipulated in the framework agreement, the contracting authority shall issue an invoice to the contractor with a payment deadline of eight (8) calendar days from the invoice date. In the event of a delay in the payment of the invoice, the contractor shall be obligated to pay the contracting authority statutory default interest.

The contracting authority and the contractor agree that the right to charge the penalty under the framework agreement is not conditional upon the contracting authority sustaining actual damages. As compensation for any such damages, the contracting authority shall liquidate the financial collateral (performance bond) and shall be entitled to claim damages also under the general principles of tort, independently of claiming any penalty under the framework agreement.

Article 25

Should the contracting authority sustain further damages due to the delay in the performance of deliveries or services under the framework agreement, the contracting authority shall be entitled to compensation for the incurred damage caused by the contractor.

1. **REPRESENTATIVES OF THE PARTIES TO THE FRAMEWORK AGREEMENT (ADMINISTRATORS)**

Article 26

The contracting authority's representative and administrator of the framework agreement, who shall resolve any issues that may arise in connection with the implementation of this framework agreement, is …………………………….., Phone no.: ……………………, e-mail: ……………………………….

The contractor's representative and administrator of the framework agreement, who shall resolve any issues that may arise in connection with the implementation of this framework agreement, is …………………………….., Phone no.: ……………………, e-mail: …………………….

The representatives of the parties to the framework agreement (administrators of the framework agreement) shall have the right and obligation to regulate the mutual relations and to adopt measures and decisions in accordance with the substantive provisions of the framework agreement.

The parties to the framework agreement shall communicate any changes to the representatives/administrators to each other in writing (via e-mail) no later than three (3) days before the occurrence of the change. Notwithstanding Article 34, Paragraph 1 of this framework agreement, the change of representatives/administrators of the framework agreement shall apply if the parties to the framework agreement inform each other of the change of representatives/administrators of the framework agreement using the e-mail addresses referred to in this Article of the framework agreement.

1. **CONSTITUENT ELEMENTS OF THE FRAMEWORK AGREEMENTT**

Article 27

The parties to the framework agreement recognize that the following are annexes to and integral elements of this framework agreement:

* tender documentation no. VKS-164/21,
* contractor's tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
* contractor's quote no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
* written agreement governing the common protective measures to ensure health and safety at work at the Ljubljana RWMC or the Ljubljana RWMC/MBT site,
* other relevant documentation.

In case the contents of the above documents are contradictory, and if the will of the parties to the framework agreement is not clearly expressed therein, the provisions of this framework agreement shall first be applied to interpret the will of the parties to the framework agreement, followed by the other documents in the order listed in this Article.

1. **WITHDRAWAL FROM THE FRAMEWORK AGREEMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT**

Article 28

The contracting authority is entitled to withdraw from the framework agreement by notification sent by registered mail to the contractor, if the contractor:

* fails to reach the agreed quality even within the subsequent deadline set by the contracting authority,
* fails to fulfil or does not correctly fulfil its obligations under the framework agreement, even after a subsequent deadline set by the contracting authority,
* fails to fulfil or does not regularly fulfil its obligations to subcontractors, even after a subsequent deadline set by the contracting authority,
* fails to settle or does not regularly settle its obligations to employees, even after a subsequent deadline set by the contracting authority,
* increases prices during the validity period of the framework agreement,
* subcontracts the performance of the obligations under this framework agreement to a third party without a prior written consent by the contracting authority,
* terminates the performance of its obligations under this framework agreement without a prior written consent by the contracting authority.

Withdrawal from the framework agreement shall take effect on the 15th (fifteenth) day from the date on which the contractor received the notification/declaration from the contracting authority concerning its withdrawal from the framework agreement.

During the validity of this framework agreement, the contracting authority is entitled to, notwithstanding the provisions of the act regulating civil law obligations, withdraw from the framework agreement also in the cases referred to in Article 96 of the ZJN-3.

Article 29

The contractor shall be entitled to withdraw from this framework agreement in the event of the contracting authority's serious infringement of the provisions of the framework agreement. In this case, the framework agreement shall be deemed rescinded when the contracting authority receives the contractor's written notice sent by registered mail on its withdrawal from the framework agreement specifying the reason for the withdrawal.

Article 30

Each party to the framework agreement shall be entitled to terminate the framework agreement with 90 (ninety) days’ notice if the circumstances after the conclusion of the framework agreement change in such manner that the concluded framework agreement no longer reflects the true will of the party and provided that the party has settled its due liabilities to the other party to the framework agreement. The notice period shall begin the day after receipt of the written termination, which shall be sent to the other party to the framework agreement by registered mail.

During the notice period for the termination of the framework agreement, the contractor undertakes to provide services until the expiry of the notice period. The parties to the framework agreement may, by concluding an annex to the framework agreement, mutually agree on a longer or shorter notice period.

1. **SETTLEMENT OF DISPUTES**

Article 31

The parties to the framework agreement shall attempt to resolve any disputes that may arise in connection with the implementation of this framework agreement amicably.

If the dispute cannot be resolved amicably, each party to the framework agreement shall be entitled to initiate proceedings to resolve the dispute before the court with subject-matter jurisdiction in Ljubljana.

1. **OTHER PROVISIONS**

Article 32

In the event that it is established that in the implementation of the public contract, on the basis of which this framework agreement was concluded, or that in the implementation of this framework agreement someone in the name of or on behalf of the contacting authority promised, offered or gave a representative or agent of the contracting authority or other authority or public sector organization any undue advantage to win this transaction or to enter into this contract under more favourable conditions, or for the omission of due supervision over the implementation of the obligations outlined in the framework agreement or any other act or omission by which the contracting authority, body or public sector organization sustained damages, or gave an undue advantage to a representative of the contracting authority, body, authority or agent of the body or the public sector organization, the contractor or its representative, agent, intermediary, this framework agreement shall be deemed null and void.

If the contracting authority establishes the alleged existence of the facts referred to in the first paragraph of this Article or receives notification of the Commission for Prevention of Corruption or other authorities on the alleged existence, the contracting authority shall begin ascertaining the conditions for annulment of this framework agreement referred to in the preceding paragraph and/or other measures in accordance with the regulations of the Republic of Slovenia.

Article 33

At any time during the validity of this framework agreement or at any time during the course of its implementation, the contractor undertakes to provide, in accordance with Article 91, Paragraph 6 of the ZJN-3 and within eight (8) days of receipt of the notice (this also applies to all subcontractors the contractor uses in fulfilling the subject-matter of this framework agreement), the contracting authority data on:

* its founders, partners, including silent partners, shareholders, limited partners or other owners and data on the ownership interests of those persons,
* economic operators who are, considering the provisions of the act governing commercial companies, deemed to be the related companies of the contractor.

Article 34

Any changes or amendments to this framework agreement shall only be valid in writing and if they are signed by both parties to the framework agreement.

If any of the provisions of this framework agreement is or becomes invalid, this shall not affect the remaining provisions of this framework agreement. The invalid provision shall be replaced by a valid one which most closely matches the intention that the parties to the framework agreement wished to achieve with the invalid provision.

By signing this framework agreement, the contractor guarantees that it is familiar with the subject-matter of this framework agreement and all risks associated with the implementation thereof, that it is familiar with the tender requirements and the technical documentation, and that it has clearly understood the conditions and circumstances for the proper performance of the services/deliveries. The contractor agrees that the contracting authority shall be entitled to withdraw from the mutual relationship in the event of the contractor’s failure to comply with the provisions of the framework agreement and the provisions of public procurement, without any liability for damages to the contractor.

The parties to the framework agreement agree that any technical data, documentation, business information and other information and data derived from or in connection with this relationship, or the performance of the activities of either of the parties to the framework agreement, constitute business secrets they shall be obligated to keep confidential throughout the duration of the framework agreement, except for data and/or information considered public in accordance with the applicable regulations.

Article 35

The parties to the framework agreement undertake to do whatever is necessary to implement the framework agreement and act as good managers. The provisions of the act governing contractual obligations shall apply to any issues not regulated by this framework agreement.

Article 36

The framework agreement shall be deemed concluded and shall enter into force on the date it is signed by both parties to the framework agreement, provided that the contractor provides the contracting authority the financial collateral (performance bond) within the deadline and with the validity referred to in Article 21 of this framework agreement. Should the contractor fail to submit financial collateral as a performance bond in accordance with Article 21 of this framework agreement, the framework agreement shall be deemed to have never been concluded.

This framework agreement shall be fully binding upon any respective legal successors of either of the parties to the framework agreement, which shall particularly apply in the case of organizational/status and ownership changes.

The framework agreement shall be concluded and signed in the Slovene and English languages. In the case of ambiguity (discrepancies) between the two language versions of the framework agreement or in the case of a dispute, the Slovene language version shall be used for the linguistic interpretation thereof. In the event of ambiguity or dispute arising from the annexes to the framework agreement referred to in Article 27, Paragraph 1, *Indents 3 and 4* of this framework agreement (i.e. the contractor's tender and the contractor's quote) the language in which the annexes are drafted shall be used for their linguistic interpretation, unless a translation has been provided for the (disputed) part of the tender by a sworn translator for the Slovenian language in accordance with the tender documentation. In the latter case, in the event of a discrepancy between the two language versions of the annex to the framework agreement or in the event of a dispute, the Slovenian language shall be used for linguistic interpretation (*the paragraph shall apply insofar as the framework agreement is concluded with a contractor who is not established in the Republic of Slovenia; if the framework agreement is concluded with a contractor established in the Republic of Slovenia, the framework agreement shall be concluded in the Slovenian language only, and this paragraph shall be deleted.*).

Article 37

This framework agreement is concluded under the following resolutory condition, which shall be deemed fulfilled in one of the following circumstances:

* the contracting authority becomes aware that a court has found the contractor or its subcontractor in violation of labour, environmental or social legislation by a final judgment,
* the contracting authority is made aware that during the time of the implementation of the framework agreement the competent national authority found the contractor or its subcontractor guilty of at least two infringements related to remuneration for work, working time, rest periods, and work on the basis of civil law contracts despite the presence of labour relations elements, or undeclared work,

for which the contractor or subcontractor was fined for a minor offence with a final decision or several final decisions, and provided that the time period from becoming aware of such to the expiry of the framework agreement is not shorter than six months, or if the contractor, after an established violation by the subcontractor, fails to replace the subcontractor in the manner determined in accordance with Article 94 of ZJN-3 and the provisions of this framework agreement within 30 (thirty) days from being made aware of the violation.

Should the circumstances and conditions referred to in the preceding paragraph occur, the framework agreement shall be deemed terminated as of the date of concluding a new framework agreement on the implementation of the public procurement contract in question. The contracting authority shall notify the contractor of the date of conclusion of a new framework agreement.

If the contracting authority does not initiate a new public procurement procedure within 30 (thirty) days of becoming aware of the violation, the framework agreement shall be deemed terminated on the 30th (thirtieth) day of becoming aware of the violation.

Article 38

This framework agreement has been drawn up and signed in five (5) copies, of which the contracting authority shall receive three (3) copies and the contractor two (2) copies.

Ljubljana, on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_

CONTRACTING AUTHORITY: CONTRACTOR:

JAVNO PODJETJE VODOVOD

KANALIZACIJA SNAGA d.o.o.

Director:

Krištof MLAKAR

|  |  |
| --- | --- |
| PERFORMANCE BOND- bank guarantee/suretyship insurance; does not need to be attached to the tender; TEMPLATE | ***Annex 8*** |

*Letterhead with the guarantor's (insurance company's/bank's) data or SWIFT code*

For:  (Indicate the beneficiary, i.e. the contracting authority awarding the public contract)

Date:       *(enter the date of issue)*

**TYPE OF COLLATERAL:**       *(indicate the type of collateral: suretyship insurance/bank guarantee)*

**NUMBER:**       *(indicate the collateral number)*

**GUARANTOR:**       *(indicate the name and address of the insurance company/bank at the place of issue)*

**COLLATERAL TAKER:**       *(indicate the name and address of the collateral taker, i.e., the successful tenderer in the public procurement procedure)*

**BENEFICIARY:**       *(indicate the contracting authority awarding the public contract)*

**UNDERLYING TRANSACTION:** the obligation of the collateral taker under the agreement no.       dated       *(indicate the number and date of the agreement on the performance of the public contract concluded on the basis of procedure number XXXXXX) for*      (indicate the subject-matter of the public contract)*.*

**AMOUNT AND CURRENCY:**       *(indicate the maximum amount in numbers and words, and the currency)*

**DOCUMENTS TO BE ATTACHED TO THE REQUEST FOR PAYMENT IN ADDITION TO THE STATEMENT, AND WHICH ARE EXPLICITLY REQUIRED BY THE FOLLOWING TEXT:** none

**LANGUAGE OF THE REQUIRED DOCUMENTS:** Slovene

**FORM OF SUBMISSION:** hard copy by registered mail or any other form of express mail or electronically through the SWIFT system to the following address       (indicate the SWIFT address of the guarantor)

**PLACE OF SUBMISSION:**       *(the guarantor should indicate the address of the branch to which the hard copy documents should be submitted, or the electronic address for submission in electronic form, such as the guarantor's SWIFT address)*

Regardless of the above, hard copy documents can be submitted to any branch of the guarantor in the territory of the Republic of Slovenia.

**DATE OF VALIDITY:** DD. MM. YYYY *(indicate the expiry date of the collateral)*

**PARTY LIABLE TO PAY THE COSTS:**       *(indicate the name of the collateral taker, i.e., the successful tenderer in the public procurement procedure)*

As guarantor, we irrevocably undertake to pay to the beneficiary unconditionally and on first demand any amount up to the amount of the collateral when the beneficiary submits a corresponding request for payment in the above-mentioned form of submission signed by the authorised signatory(s) together with other documents, if listed above, and, in any case, together with a declaration from the beneficiary, either included in the text of the request for payment or on a separate signed document accompanying or referring to the demand for payment, and in which it is stated in what sense the collateral taker has not fulfilled its obligations under the underlying transaction.

Any request for payment under this guarantee must be received on or before the date of validity of the guarantee at the abovementioned place of delivery.

Any disputes relating to this collateral shall be settled by the competent court in Ljubljana under Slovenian law.

This collateral shall be subject to the Uniform Rules for Demand Guarantees (URDG), 2010 version, issued by the ICC under no. 758.

 guarantor (stamp and signature)

***Note:***

***Suretyship insurance policies must include the following clause: "The original copy of the insurance policy need not be attached to the request for payment."***