**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-91/20**

RE: JHL-214-044/2020

|  |
| --- |
| **TENDER DOCUMENTATION** |

FOR THE AWARD OF A PUBLIC CONTRACT BY OPEN PROCEEDINGS FOR THE

**Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

Ljubljana, March 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 bidders to submit their bid according to the requirements of the tender documentation:

**"Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC"**

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

Yours faithfully,

Director

signed Zdenka GROZDE, univ. dipl. prav.

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

The subject-matter of the public contract is the **supply of spare parts and maintenance of machines and equipment for the regular maintenance and repair in the event of unforeseen break-down of MBT devices and machines at the Ljubljana RWMC**.

The subject-matter of the public contract is divided into the following lots:

* Lot 1: Bellmer Kufferath,
* Lot 2: Komptech,
* Lot 3: Steinert,
* Lot 4: Vecoplan.

The quantities listed in the individual items of the bid quote for each lot (Annex 2/A) 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.

A framework agreement for each lot 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, namely JAVNO PODJETJE VODOVOD KANALIZACIJA SNAGA d.o.o., Vodovodna cesta 90, 1000 Ljubljana, has transferred, on the basis of the contracting authority's authorization, the implementation of the public procurement procedure for the "**"Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC"**" 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 open procedure in accordance with Article 40 of the ZJN-3. The contracting authority shall inform the bidders of all decisions in accordance with Article 90 of the ZJN-3 by publishing the signed decisions 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 bids in the Slovene or in the English language.

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

The contracting authority reserves the right to, at its sole discretion, determine whether the bidder should submit a translation prepared by a court-appointed interpreter for the Slovenian language or a plain (uncertified) translation. The costs of translation shall be borne by the bidder.

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

* 1. **Additional clarifications to bidders**

Additional clarifications or questions about the tender documentation can be requested by interested bidders only **through the Public Procurement Portal**, but **no later than by 20. 4. 2021 by 10 a.m.**. Any responses and clarifications will be published on the Public Procurement Portal, no later than by 22. 4. 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 bids**

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

* 1. **Review and evaluation of bids**

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 bid of the bidder 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 bidder for each lot 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 bidder submitted a joint offer, declared the participation of subcontractors, tendered for a specific lot, and similar.

The model framework agreement has been drafted in the Slovenian and English languages. If a bidder with its registered office in the Republic of Slovenia is selected for an individual lot, the contracting authority shall conclude the framework agreement with the selected bidder in the Slovenian language only. If a bidder with its registered office outside of the Republic of Slovenia is selected for an individual lot, the contracting authority shall conclude the framework agreement with the selected bidder in the Slovenian and English languages. In the 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 the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2, hereinafter ZIntPK), the selected bidder shall, at the invitation of the contracting authority and before the signing of the framework agreement, submit a statement or data on the participation of natural and legal persons in the successful bidder's ownership structure, as well as on economic operators which are, in accordance with the provisions of the act governing companies, are considered to be related to the selected bidder (Annex 3/3). If the bidder submits a false statement or gives false information on these facts, this shall result in the framework agreement being null and void. Such a statement will also need to be given by other economic operators appearing in the bid together with the bidder. If the bidder fails to enclose Annex 3/3 with its bid, the contracting authority shall invite the bidder to submit the completed annex in question before concluding the framework agreement.

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 bidder 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 bidder acknowledges its agreement with the content of the framework agreement and the agreement governing joint protection measures by signing the ESPD (*in "Part VI: Final declarations"*).

* 1. **Legal protection**

The bidders 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 bidder 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 bids, in the course of the proceedings 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 bidder 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 listed in the Contract notice (Section I: Public contracting authority) published on Public Procurement Portal.

* 1. **Warranty for defects**

The successful bidder 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. **Bid integrity**

**A bidder may submit a bid for one or more lots subject to the public contract**, whereby the subject of the bid for an individual lot must meet the technical and other requirements specified in relevant tender documentation of the contracting authority.

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

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

Bidders established outside the Republic of Slovenia must meet the same conditions as bidders established in the Republic of Slovenia, and must prove their individual capacities in accordance with the requirements of the contracting authority listed in the tender documentation applicable to all bidders and in accordance with the provisions of the fourth paragraph of Article 77 of ZJN-3, and provide relevant evidence as an annex to their bid.

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

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

* 1. **Joint bid**

A bid may be submitted by a group of bidders who must submit a document on the joint execution of the public contract (for Annex 1). The aforementioned document must 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 main performer of the obligations for the purpose of communication with the contracting authority,
* 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 performer of the obligations relating to the sound performance of the works,
* conditions in the event of a partner's withdrawal,
* authorization issued to the lead partner,
* definition of the stakes and the scope of work.

In the case of a joint bid, the framework agreement shall be signed by all the partners in the joint bid. In the context of a joint bid, each member of the group of bidders shall be jointly and severally liable to the contracting authority without any limitation.

In the case of a joint bid, the main holder of the contractual obligations for all partners in the joint bid shall attach to the bid in the section "Participants«, part "ESPD **-** other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") the completed in ESPD in.pdf format or as an electronically signed.xml file, and in the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") the completed, signed and stamped Annex 1, Annex 3/1, Annex 3/2 and Annex 3/3 and Annex 3/4 in.pdf format, if the partner is not established in the Republic of Slovenia.

* 1. **A bid with subcontractors**

The bidder may subcontract part of the public contract. Should the bidder perform the public contract with subcontractors, it must enclose with its bid:

* ESPD form, filled out by the subcontractor(s) (Annex 3),
* completed and signed Annex 3/1 AUTHORIZATION FOR OBTAINING A CERTIFICATE FROM THE PENAL RECORDS - FOR LEGAL ENTITIES and Annex 3/2 AUTHORIZATION FOR OBTAINING A CERTIFICATE FROM THE PENAL RECORDS - FOR INDIVIDUALS,
* completed and signed Annex 3/3 DECLARATION ON THE PARTICIPATION OF INDIVIDUALS AND LEGAL ENTITIES IN THE OWNERSHIP OF THE ECONOMIC ENTITY,
* completed and signed Annex 3/4 ADDITIONAL DECLARATION TO THE ESPD, if the nominated subcontractor is not established in the Republic of Slovenia,
* completed and signed Annex 4/1 PARTICIPATION OF A SUBCONTRACTOR,
* completed and signed Annex 4/2 CONSENT OF THE SUBCONTRACTOR FOR DIRECT PAYMENTS if the subcontractor requests direct payments
* and other evidence, insofar as such is required by the individual points in the continuation of the tender documentation.

The contracting authority shall reject any subcontractor for whom the grounds for exclusion referred to in item no. 3.1 of the tender documentation, apply.

*If the bidder submits a bid without subcontractors, the bidder does not need to complete/provide any attachments relating to subcontractors.*

The bidder 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.

If the bidder fails to act in accordance with Article 94 of the ZJN-3, the contracting authority shall propose the National Review Commission initiate the offence proceedings referred to in item 2 of the first paragraph of Article 112 of the ZJN-3.

The contracting authority may require the bidder to whom the public contract is awarded to submit the subcontracting contract, mentioning the full name and address of the subcontractor (including its registration number, tax number and transaction account), each part of the public contract (service/construction/goods) being subcontracted.

* 1. **Using the capacities of other entities**

The bidder 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 bidder will use.

If the bidder wishes to use the capacities of other entities, it must prove in the bid that it will have the resources available, for example by providing the assurances of these entities for such purposes. In such a case, the contracting authority will act in accordance with the second paragraph of Article 81 of the ZJN-3.

Using the capacities of other entities occurs when another entity is not directly involved in the performance of the contract, but, for example, merely lends certain equipment, technical means, machinery, etc. to the bidder. If another entity with capacities at its disposal and to which the bidder refers will directly carry out part of the subject of the public procurement itself, then such an entity meets the definition of a **subcontractor**, and therefore, the bidder should nominate such an entity as a subcontractor **and not** as an entity whose capacity is referred to by the bidder in the bid.

If the entity will use the capacities of other entities (other than those of a partner in the case of a joint bid or subcontractor(s)) to perform the public contract, the following completed and signed annexes shall be attached for each of the entities whose capacities are referred to:

* completed ESPD signed by the entity whose capacity the bidder refers to,
* completed and signed Annex 3/1 AUTHORIZATION FOR OBTAINING A CERTIFICATE FROM THE PENAL RECORDS - FOR LEGAL ENTITIES and Annex 3/2 AUTHORIZATION FOR OBTAINING A CERTIFICATE FROM THE PENAL RECORDS - FOR AN INDIVIDUAL,
* completed and signed Annex 3/4 ADDITIONAL DECLARATION TO THE ESPD, if the entity is not established in the Republic of Slovenia,
* completed and signed Annex 4/3 PARTICIPATION OF AN ENTITY WHOSE CAPACITIES ARE REFERRED TO.

If the entity whose capacities are used by the bidder is established outside the Republic of Slovenia, the bidder must, instead of the completed and signed Annex 3/1 and Annex 3/2, provide supporting documents in accordance with the requirements of the tender documentation.

The bidder 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 whose capacities the bidder refers to in the bid or uses in the performance of the public contract.

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

* 1. **Bid price**

The total bid price and price per unit (unit price) must be expressed in euros, rounded to two (2) decimal places.

The bidder must enter the total bid amount excluding tax in EUR and the amount of tax in EUR for an individual lot in the **section "Total bid value" ("Skupna ponudbena vrednost")** in the table intended for that purpose. The amount including tax (EUR) and all data showing the total bid value are calculated automatically.

In the **part "Proforma Invoice" ("Predračun")**, the bidder uploads the completed and signed Annex " BID QUOTE SUMMARY " in the form of pdf. for all lots for which it submits a bid.

The bidder must complete, sign and stamp Annex 2/1-2/4 "BID" and attach it in pdf. format to the bid in the **section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge")**.

The bidder must also attach to Annex 2/1-2/4 "BID" **a completed and signed bid quote**, which should be attached to the bid documentation in MS Excel format, and attached, **signed in.pdf format, to the bid in the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge")**. The bidder shall copy the total bid value from the bid quote into Annex 2/1-2/4 and into Annex "BID QUOTE SUMMARY". Bidders are asked to provide the bid quote summary also in MS Excel format. In case of differentiation between the bid quote summary in.pdf format and the bid quote summary in MS Excel format, the contracting authority shall consider the bid quote estimate in.pdf format as relevant (if the bid is accompanied by a bid quote estimate in MS Excel format).

The bid quote estimate (Annex 2/A) is attached to the tender documentation in MS Excel format. The bidder must complete all the listed items in the bid quote estimate for the lot for which the bid is submitted, and the bid prices (per unit) must be expressed with two decimal points (eurocents). The bidder must complete the cells in the column "Unit price in EUR without VAT" with prices for all estimated items of the bid quote estimate. Prices must be expressed in EUR without VAT, **namely expressed/rounded by the bidder to two (2) decimal points**. If the bidder fails to enter the value of an item in the bid quote, the contracting authority shall reject such a bid.

Unit prices (in EUR excluding VAT) stated in the bid or bid quote summary (Annex 2/A) must be fixed during the period of validity of the framework agreement, except in the case of price reductions.

When preparing the bid and determining the bid price per unit of measure, the bidder must take into account all material and non-material costs that will be necessary 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 bid 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 discrepancies between the data in Annex "BID QUOTE SUMMARY", the data in Annex "BID QUOTE SUMMARY" - uploaded to the section "Total bid value", part "Proforma Invoice" ("Skupna ponudbena vrednost", part "Predračun"), and in Annex 2/A "BID QUOTE" for an individual lot (completed and signed bid quote in.pdf format) - uploaded to the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge"), the data in Annex 2 "BID QUOTE" for an individual lot (completed and signed bid quote in.pdf format) - uploaded to the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") shall be considered valid.**

* 1. **Validity of the bid**

The validity of the bid is a minimum of four (4) month from the bid 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 OF THE PUBLIC CONTRACT) AND OTHER TENDER CONDITIONS AND REQUIREMENTS**
   1. **Technical Specifications**

The bidder must offer in full the goods and services that are the subject of this public contract. When preparing the bid, the bidder must fully comply with the requirements and conditions of the contracting authority stated in the tender documentation of the contracting authority no. VKS-91/20. If the subject of the tender will not meet all the descriptions, requirements, conditions, statements and qualities stated in the tender documentation of the contracting authority no. VKS-91/20, the contracting authority will exclude such a bid from further assessment.

* + 1. **Lot 1: Bellmer Kufferath**

The subject-matter of the public contract is the supply of spare and wear parts, the renovation of crankshafts and regular and curative maintenance (items 18 and 19 from the bid estimate for Lot 1), if necessary, for crankshaft presses with technological ID codes 541S11, 541S21 and 640S31

The subject-matter of each lot is described and defined in detail in the bid budget.

The contracting authority shall first begin performing regular maintenance and servicing, as well as remedying any unforeseen defects, with its own staff and facilities. 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 bidder to perform regular maintenance and servicing or to eliminate the unforeseen defects (curative maintenance).

The bidder must 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 bid quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the manufacturer of spare parts under the lot in question) is 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 bid quote.

The selected bidder will have to ensure that the spare parts supplied will be new and in no way renewed, except for items 18 and 19 of the bid quote.

If the bidder offers spare parts equivalent to original spare parts, the bidder must also enter the manufacturer's catalogue number in the "Manufacturer's catalogue number/Manufacturer" column in the bid quote for original spare parts or spare parts that are equivalent to the original spare parts. If the bidder does not enter for the spare part the manufacturer's catalogue number and the manufacturer's name, it shall be deemed to offer original spare parts of the manufacturer to which the bid/lot relates.

* + 1. **Lot 2: Komptech**

The subject-matter of the public contract is the supply of spare and wear parts, and the servicing and maintenance of machines and equipment supplied by the manufacturer Komptech. The oils and lubricants required for the performance of the servicing shall be provided by the contracting authority, with the exception of the special engine oil and refrigerant for the Caterpillar engine in the TOPTURN X55 machine referred to in items 163 and 164 of Lot 2.

The subject-matter of each lot is described and defined in detail in the bid budget.

The contracting authority shall first begin performing regular maintenance and servicing, as well as remedying any unforeseen defects, with its own staff and facilities. 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 bidder to perform regular maintenance and servicing or to eliminate the unforeseen defects (curative maintenance).

(*Note: Upon concluding the framework agreement with the selected bidder, the contracting authority will prepare a separate annex "Technical Specifications" for Lot 2, which will be considered an annex and an integral part of the framework agreement and will include a description of the subject of this contract - as stated in this point of the tender documentation.*)

1. Servicing and maintaining the Terminator 6000SED shredder, technological ID number 421Z20, serial number 367005:
   1. every 500 operating hours:

* replacing the oil of the planet gear unit,
* tightening the screws of the fixed bearing of the planetary gear unit,
* checking and cleaning the labyrinth seals,
* checking the condition of hydraulic tubing,
* checking and cleaning of the hydraulic oil cooler,
* visual checking of electrical components.
  1. checking the operation of the central lubrication system every 1,000 operating hours:
* changing the gear unit oil in order to change the direction of operation,
* changing the gear oil unit oil filter to change the direction of operation as needed,
* checking the condition of the drive belts (stretching, cracks),
* servicing at 500 hours is also performed.
  1. every 2.000 operating hours:
* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* checking the structure for cracks and checking the strength of the screw joints,
* servicing at 500 and 1,000 hours is also performed.

1. Servicing and maintaining the Terminator 6000SED shredder, technological ID number 422Z20, serial number 367004:
2. every 500 operating hours:

* replacing the oil of the planet gear unit,
* tightening the screws of the fixed bearing of the planetary gear unit,
* checking and cleaning the labyrinth seals,
* checking the condition of hydraulic tubing,
* checking and cleaning of the hydraulic oil cooler,
* visual checking of electrical components;
* checking the operation of the central lubrication system.

1. every 1.000 operating hours:

* changing the gear unit oil in order to change the direction of operation,
* changing the gear oil unit oil filter to change the direction of operation as needed,
* checking the condition of the drive belts (stretching, cracks),
* servicing at 500 hours is also performed.

1. every 2.000 operating hours:

* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* checking the structure for cracks and checking the strength of the screw joints,
* servicing at 500 and 1,000 hours is also performed.

1. Servicing and maintaining the Terminator 5000SED shredder, technological ID number 424Z44, serial number 366012:
2. every 500 operating hours:

* replacing the oil of the planet gear unit,
* tightening the screws of the fixed bearing of the planetary gear unit,
* checking and cleaning the labyrinth seals,
* checking the condition of hydraulic tubing,
* checking and cleaning of the hydraulic oil cooler,
* visual checking of electrical components;
* checking the operation of the central lubrication system.

1. every 1.000 operating hours:

* changing the gear unit oil in order to change the direction of operation,
* changing the gear oil unit oil filter to change the direction of operation as needed,
* checking the condition of the drive belts (stretching, cracks),
* servicing at 500 hours is also performed.

1. every 2.000 operating hours:

* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* checking the structure for cracks and checking the strength of the screw joints,
* servicing at 500 and 1,000 hours is also performed.

1. Servicing and maintaining the Crambo 5000E shredder, technological ID number 620Z32, serial number 193294:
2. every 500 operating hours:

* replacing the oil of the planet gear unit,
* replacing the planet gear unit oil filter,
* tightening the connection between the End plate - front frame,
* tightening the connection between the cylinder - the intermediate rear flange,
* checking and cleaning the labyrinth seals,
* tightening the centre cutter bar,
* checking the condition of hydraulic tubing,
* checking and cleaning of the hydraulic oil cooler,
* checking the conveyor belt for slack,
* checking the conveyor belt for fluid movement,
* visual checking of electrical components;
* checking the operation of the central lubrication system.

1. every 1.000 operating hours:

* tightening the rear roller bearing,
* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* servicing at 500 hours is also performed.

1. every 2.000 operating hours:

* changing the distribution gear unit oil,
* checking the structure for cracks and checking the strength of the screw joints,
* servicing at 500 and 1,000 hours is also performed.

1. Servicing and maintenance of the MULTISTAR 2-SE star screen, technological ID number 421F45, serial number 6787:
2. every 500 operating hours:

* checking the star screens for wear,
* checking the condition of the cleaning elements of the stars - cleaning blades,
* checking the chain drive containers (chain condition and stretching, chain sprockets, rigidity of the rotation initiators),
* check of the engine coupling for wear,
* checking the fixing of the engine coupling clamping clips,
* checking the condition and fixing of bearings,
* checking the gearbox seals,
* checking the oil level.

1. every 10,000 operating hours (but no later than after 3 years)

* changing the gearbox oil.

1. Servicing and maintenance of the MULTISTAR 2-SE star screen, technological ID number 620F22, serial number 6788:
2. every 500 operating hours:

* checking the star screens for wear,
* checking the condition of the cleaning elements of the stars - cleaning blades,
* checking the chain drive containers (chain condition and stretching, chain sprockets, rigidity of the rotation initiators),
* check of the engine coupling for wear,
* checking the fixing of the engine coupling clamping clips,
* checking the condition and fixing of bearings,
* checking the gearbox seals,
* checking the oil level.

1. every 10,000 operating hours (but no later than after 3 years)

* changing the gearbox oil.

1. Servicing and maintaining the BALLISTOR 10300 stationary separator, technological ID number 424F18, serial number 56014:
2. every 500 operating hours:

* checking and cleaning the seals in the crankshaft bearing housings and replacing if necessary,
* checking the noise and air level of the bearings,
* checking the condition of the rubber dampers and replacing if necessary,
* checking the gearbox oil level,
* checking the gearboxes for oil leakage,
* cleaning the bleeding tube;
* checking the operation of the central lubrication system.

1. every 1.000 operating hours:

* checking the strength of the rubber dampers, fittings and sieves, and checking the tightening torques of the screws,
* checking the strength of the machine's screw joints, including their substructure,
* servicing at 500 hours is also performed.

1. Servicing and maintaining the TOPTURN X55 compost turner, technological ID number 660X10, serial number 415012:
2. every 250 operating hours:

* checking the protection against freezing,
* checking the batteries,
* replacing the drive wheel gearbox oil,
* checking the strength of the drive wheel bolts,
* testing the brakes,
* cleaning the roller drive,
* cleaning and checking the labyrinth seal,
* checking the labyrinth seal bolts,
* checking the torque strength of the bolts of the wearing part of the roller (roller blades),
* removing any debris from the underside of the roller service cover.

1. every 500 operating hours or every 1 year:

* replacing the engine oil,
* replacing the oil filter,
* checking the V-belt,
* checking hydraulic tubing,
* replacing the hydraulic oil (in the event that ENI i-SINT 5W-30 is not used),
* replacing the hydraulic oil filter,
* replacing the dry air filter,
* replacing the cabin filter,
* checking and cleaning the water cooler and the filling air cooler,
* replacing the fuel pre-filter,
* replacing the fine fuel filter,
* checking the airtightness of the exhaust system,
* checking and cleaning of the hydraulic oil cooler,
* servicing at 250 hours is also performed.

1. every 1.000 operating hours:

* replacing the Micro-top cartridge,
* replacing the hydraulic oil (in the event that ENI i-SINT 5W-30 is used),
* servicing at 500 hours is also performed.

1. every 2,000 operating hours, but no later every 1 year:

* changing the distribution gear unit oil.

1. every 2.500 operating hours:

* checking the airtightness of the C9 valves,
* adjusting the airtightness of the C9 valves,
* replacing the seal of the valve lid.

1. every 3.000 operating hours:

* replacing the refrigerant.

1. every 5.000 operating hours:

* replacing the dust filter,
* replacing the DPF spark plugs,
* replacing the AdBlue filter,
* replacing the AdBlue injection nozzle.

1. Servicing and maintaining the compost irrigation device:
2. the device does not require fixed-term servicing.
3. Servicing and maintaining the Cribus 2800 mobile screen, technological ID number 660F30 and 660H34, serial number 27029:
4. every 500 operating hours, but no later than every 1 year:

* checking the strength of the screw joints,
* checking the structure for cracks,
* servicing the diesel engine,
* replacing the diesel engine oil,
* checking the generator V-belt for slack,
* checking and cleaning the protective grille of the alternator and generator,
* checking the level of the battery acid,
* checking the engine mass,
* checking the tube connections and clamps of the generator tubes,
* checking the hydraulic oil level,
* checking the gearbox oil level in all gearboxes,
* checking the condition of hydraulic tubing,
* checking the load-bearing wheels for wear (measuring) and replacing if necessary,
* checking the conveyor belt bearings,
* checking the condition and slack of conveyor belts and tensioning if necessary,
* visually checking the air tightness and sealing of gears on all drives,
* visually checking the electrical installations, checking the functioning of switches,
* lubricating all lubricating points not connected to the central lubrication system,
* checking the operation of the central lubrication system,
* checking the tires, the condition of the undercarriage, the condition of the braking system and the draw-bar eye.

1. every 1.000 operating hours:

* checking the airtightness of the valves of the Perkins diesel generator,
* servicing at 500 hours is also performed.

1. every 5,000 operating hours, but no later than every 5 years:

* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* changing the oil in the conveyor belt gearbox,
* changing the oil in the conveyor belt push-on reducer,
* servicing at 500 and 1,000 hours is also performed.

1. every 25,000 operating hours, but no later than every 5 years:

* changing the oil in the gearmotor of the drum screen drive, both front and rear,
* changing the oil in the drum motors of all three exit conveyors (fine, medium and coarse fractions).

1. Servicing and maintaining the HURRIKAN stationary separator, technological ID number 660F60, serial number 80208:
2. every 500 operating hours, but no later than every 1 year:

* checking the strength of the screw joints,
* checking the structure for cracks,
* checking the hydraulic oil level,
* checking the gearbox oil level in all gearboxes,
* checking the condition of hydraulic tubing,
* checking the conveyor belt bearings,
* checking the condition and slack of conveyor belts and tensioning if necessary,
* visually checking the air tightness and sealing of gears on all drives,
* visually checking the electrical installations, checking the functioning of switches,
* lubricating all lubricating points not connected to the central lubrication system,
* checking the operation of the central lubrication system,
* checking the tires, the condition of the undercarriage, the condition of the braking system and the draw-bar eye,
* checking the condition of the fan and rotor wear.

1. every 5,000 operating hours, but no later than every 5 years:

* replacing the hydraulic oil,
* replacing the hydraulic oil filter,
* changing the oil in the conveyor belt reducer,
* changing the oil in the rotationary particle seperator reducer.

1. Servicing and maintaining the KOMPOFIX bag filling machine, technological ID number 660X46, serial number 10322:
2. every 500 operating hours, but no later than every 1 year:

* checking the strength of the screw joints,
* checking and tensioning the collector chain if necessary,
* checking and tensioning the conveyor belts if necessary,
* checking the spin roller for any residue,
* checking the condition and tension of the chains, checking sprockets,
* visually checking the air tightness and sealing of gears on all drives,
* visually checking the electrical installations, checking the functioning of switches;

1. every 7,500 operating hours, but no later than every 3 years:

* replacement of gear oil for SEW and NORD drives;

1. Servicing and maintaining the Trennso Technik compost purification machine, technological ID number 660H32, 660H36, 660H37, 660H38, 660H39, 660H40, 660F41, 660F42, 660F43, 660H44, 660V48, 660H50, serial/project number 13-40371:
2. every 500 operating hours, but no later than every 1 year:

* checking the oil level,
* checking the conveyor belts for wear,
* checking the conveyor screws for wear,
* checking the strength of the screw joints
* checking the condition and wear of the screen eccentric drives;

1. every 10,000 operating hours, but no later than every 3 years:

* changing the oil in the gear units.

The bidder must 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 bid quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the manufacturer of spare parts under the lot in question) is 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 bid quote.

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

If the bidder offers spare parts equivalent to original spare parts, the bidder must also enter the manufacturer's catalogue number in the "Manufacturer's catalogue number/Manufacturer" column in the bid quote for original spare parts or spare parts that are equivalent to the original spare parts. If the bidder does not enter for the spare part the manufacturer's catalogue number and the manufacturer's name, it shall be deemed to offer original spare parts of the manufacturer to which the bid/lot relates.

* + 1. **Lot 3: Steinert**

The subject-matter of the public contract is the supply of spare and wear parts, and the servicing and maintenance of machines and equipment supplied by the manufacturers Steinert and Steinert Unisort.

The subject-matter of each lot is described and defined in detail in the bid budget.

The contracting authority shall first begin performing regular maintenance and servicing, as well as remedying any unforeseen defects, with its own staff and facilities. 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 bidder to perform regular maintenance and servicing or to eliminate the unforeseen defects (curative maintenance).

The bidder must 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 bid quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the manufacturer of spare parts under the lot in question) is 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 bid quote.

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

If the bidder offers spare parts equivalent to original spare parts, the bidder must also enter the manufacturer's catalogue number in the "Manufacturer's catalogue number/Manufacturer" column in the bid quote for original spare parts or spare parts that are equivalent to the original spare parts. If the bidder does not enter for the spare part the manufacturer's catalogue number and the manufacturer's name, it shall be deemed to offer original spare parts of the manufacturer to which the bid/lot relates.

* + 1. **Lot 4: Vecoplan**

The subject-matter of the public contract is the supply of spare and wear parts, and the maintenance of the fine substitute fuel mill manufactured by Vecoplan, machine type VEZ 2500 T, with serial number 14261 010 and the technological ID number 424Z70.

The subject-matter of each lot is described and defined in detail in the bid budget.

The contracting authority shall first begin performing regular maintenance and servicing, as well as remedying any unforeseen defects, with its own staff and facilities. 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 bidder to perform regular maintenance and servicing or to eliminate the unforeseen defects (curative maintenance).

The bidder must 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 bid quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the manufacturer of spare parts under the lot in question) is 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 bid quote.

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

If the bidder offers spare parts equivalent to original spare parts, the bidder must also enter the manufacturer's catalogue number in the "Manufacturer's catalogue number/Manufacturer" column in the bid quote for original spare parts or spare parts that are equivalent to the original spare parts. If the bidder does not enter for the spare part the manufacturer's catalogue number and the manufacturer's name, it shall be deemed to offer original spare parts of the manufacturer to which the bid/lot relates.

* 1. **Other conditions and requirements relating to the bid**
     1. **Technical support**

The bidder will have to 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 bidder will keep the contracting authority informed of changes in spare parts and the potential new catalogue numbers of existing spare parts, which applies to the spare parts listed in each individual bid quote, and provide access to the catalogue of spare parts.

* + 1. **Warranty**

The warranty period for an individual lot subject to the public contract may not be less than 12 months. If the warranty period is shorter than that required, the bid will be eliminated. The warranty shall apply to both goods delivered and the installation (replacement) of goods delivered needed to perform regular and/or curative maintenance, which, however, does not apply to wearing parts. The warranty period shall also apply to major general renovations of machines.

The bidder shall enter the warranty period for each lot in Annex 2/1-2/4.

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

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 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 (bid estimate) if necessary.

Services (regular and curative maintenance of machines) and deliveries of goods shall be performed at the location of the MBT of the Ljubljana RWMC, Cesta dveh cesarjev 101, 1000 Ljubljana, on working days from Monday to Friday and outside of holidays and other non-working days in the Republic Slovenia, namely deliveries between 7 a.m. and 3 p.m. and services between 6 a.m. and 10 p.m. 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 of 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)** is **3 (three) months** from the receipt of an individual order at the most.

**Regular maintenance of machines** shall begin **within 10 calendar days** from the written (e-mail) order of the contracting authority at the latest.

**Curative maintenance of machines**, i.e.. unforeseen shutdowns and machine failures that cannot be remedied by the contracting authority:

* **Lot 1, Lot 3 and Lot 4:** In the case of unforeseen machine failures, the selected bidder must respond to the contracting authority's written request (sent via e-mail) regarding the elimination of malfunctions and failures at the latest 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 perform continuous actions aimed at correcting the malfunctions or failure. The selected bidder must eliminate the malfunctions or failure within 10 (ten) calendar days from receipt of the contracting authority's request/call. The response time is 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;
* **Lot 2:** In the case of unforeseen machine failures, the successful bidder must respond to the contracting authority's written request (sent via e-mail) regarding the elimination of defects and failures at the latest within 24 (twenty-four) hours after the receipt of the contracting authority's request/call and ensure the presence of its experts at the location of the machine, and perform continuous actions aimed at correcting the defect or failure. The contractor must eliminate the malfunctions or failure within 72 (seventy-two) hours from receipt of the contracting authority's request/call. The response time is 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 performed (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. **ESTABLISHING CAPACITY**

* **General:**

In order to establish capacity, the bidder must meet the conditions and requirements in accordance with the provisions of the ZJN-3, as well as the conditions and requirements specified in this tender documentation.

The contracting authority will request the most economic bidder according to the award criteria, who the contracting authority intends to award the public contract, to provide proof of fulfilment of the conditions and requirements of the tender documentation, if the bidder fails to include all the required documents in the bid.

*If the bidder appears with a joint bid, the requirements for ascertaining the bidder's capacity must also be met by each partner in the event of a joint bid. In the case of a bid with subcontractors and/or entities whose capacity the economic operator uses, the requirements for ascertaining the bidder's capacity, where indicated in the tender documentation, must also be met by each of the subcontractors specified by the bidder in the bid, as well as by any entity whose capacity the economic operator uses.*

* **Bidder:**

In order to establish capacity, the bidder **must** complete and enclose the ESPD form, which is an annex to this tender documentation.

* **A joint bid (with a partner/s), a bid with subcontractors and/or entities whose capacities are used by the economic operator:**

If the bidder provides a joint bid (with a partner/s), **it must** also attach a **separate** ESPD form for each of the partners participating in the joint bid, in addition to the form for itself. **The same shall apply** if the bidder cooperates with subcontractors or if the bidder references other economic operators when establishing its capacity (a separate ESPD form should be provided for itself as the bidder, and separate ESPD forms for each subcontractor and entity whose capacity the bidder refers to in the bid).

* **Instructions for the ESPD Form:**

The ESPD shall constitute an official statement by the economic operator that there are no grounds for exclusion and that the economic operator fulfils the conditions for participation, while providing the relevant information required by the contracting authority.

A bidder who submits a bid in the e-JN system shall upload the ESPD to the "Documents", part "ESPD - bidder" ("Dokumenti", del "ESPD-ponudnik") section and upload the ESPD of other participants to the "Participants«, part "ESPD **-** other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") section. A bidder who submits a bid in the e-JN system shall upload the electronically signed ESPD in.xml format or the unsigned ESPD in.xml format to the e-JN information system; in the latter case, in accordance with the General terms and conditions of use of the e-JN information system, the uploaded document shall be considered legally binding with the same validity as a signed document.

For other participants, the bidder shall enclose the signed ESPD in.pdf format in the section "Participants«, part "ESPD **-** other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči"), or as an electronically signed.xml file.

* **Instructions for the ESPD Form - Slovenian language version:**

The bidder should initially save the contracting authority's ESPD form, which is available on the contracting authority's website (in electronic format in xml format) where the tender documentation is published, on their computer (or some other electronic medium). Then, using the free website <http://www.enarocanje.si/_ESPD/>, the economic operator can begin completing the ESPD form by indicating that it is an economic entity and choosing the option: **“Uvoziti naročnikov ESPD” (Import a contracting authority's ESPD)**.The bidder then chooses the "Browse..." command and locates the ESPD (.xml file) on its computer or other electronic medium prepared by the contracting authority for the public procurement proceedings, which the bidder saved beforehand on its computer or other electronic media. Then, select the command “Uvozi ESPD” ("**Import ESPD"** and begin completing the ESPD, and print, sign and attach it to the bid.

* **Instructions for the ESPD Form - English language version:**

For bidders not established in the Republic of Slovenia, the ESPD form is also available in English in.xml format. The contracting authority prepared the ESPD form using the European Commission's website, which is accessible via the link: <http://ec.europa.eu/growth/single-market/public-procurement/e-procurement/espd_en>. Since an ESPD form prepared using the above link differs slightly from the ESPD prepared using the Slovenian public procurement portal, **bidders not established in the Republic of Slovenia** who would like to use the English version of the ESPD form should, in addition to the English version of the ESPD form, also prepare an additional statement since the English version of the ESPD form does not include one of the national exclusionary grounds referred to in the first paragraph of Article 75 of the ZJN-3. Bidders not established in the Republic of Slovenia can use, complete and sign the English or Slovene version of the ESPD form. **If a bidder established outside the Republic of Slovenia chooses the English version of the ESPD form, the bidder should include, together with the ESPD form, also the completed and signed Additional Declaration to the ESPD form (Annex 3/4)**. Economic operators established in the Republic of Slovenia must complete the ESPD form prepared by the contracting authority using the public procurement portal. The ESPD form may be in the Slovene or in the English language. The additional declaration must also be completed and signed by any partners, subcontractors or other entities that are not established in the Republic of Slovenia and appear together with the bidder, if the ESPD form is provided in the English language version.

The bidder should initially save the contracting authority's ESPD form, which is available on the contracting authority's website (in electronic format in xml format) where the tender documentation is published, on their computer. Using the web link used by the contracting authority for the preparation of the ESPD form (<http://ec.europa.eu/growth/single-market/public-procurement/e-procurement/espd_en>), the bidder starts filling in the ESPD form by first selecting **“Bulgaria” or “Portugal”, selecting “English language”, then marking that the entity is an economic operator and choosing the option:** “**Uvoziti ESPD” (Import an ESPD)**.The bidder then chooses the "**Browse...**" command and locates the ESPD (.xml file) on the computer or other electronic medium prepared by the contracting authority for the public procurement proceedings, which the bidder saved beforehand on its computer or other electronic media. Then, select the command "**Next**"and begin completing the ESPD.

***The contracting authority may, at any time during the proceedings, invite bidders to provide all the supporting documents or some of the supporting documents relating to the statements made in the declaration (ESPD).***

* 1. **Reasons for exclusion**

The contracting authority shall exclude from participation in the public procurement procedure a bidder 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 bidder does not meet the conditions in accordance with the first, second and fourth paragraphs of Article 75 of the ZJN-3.

If an economic entity is in one of the positions referred to in the first, second or b) point of the fourth paragraph of Article 75 of the ZJN-3, 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 the second paragraph of Article 38 of the Intervention Measures Act for Mitigation and Elimination of the Consequences of the COVID-19 Epidemic (Ur. L. RS. 80/20, hereinafter: ZIUOOPE) and in accordance with the ninth paragraph Article 75 of the ZJN-3, enforces a corrective mechanism by which it can prove its reliability despite the existence of reasons for exclusion and submit evidence to the contracting authority that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion.

If, in such a case, in the completed ESPD form (in "Part III: Grounds for exclusion, A: Grounds related to criminal convictions, B: Grounds related to the payment of taxes or social security contributions or Section D: National grounds for exclusion") you have selected "YES" for an individual economic operator in the bid, and you would like to apply the corrective mechanism, in the field "Describe them", describe the violations and the self-corrective measures or provide your own statement describing the violations and the self-corrective measures that prove your reliability despite the existence of reasons for exclusion, and enclose all supporting evidence, or alternatively submit them together with the bid or at the contracting authority's invitation.

*The bidder must meet the conditions required in point 3.1. If the bidder appears with a joint bid, the requirements must also be met by each partner in the event of a joint bid. In the case of a bid with subcontractors and/or entities whose capacity the bidder uses, the required conditions must also be met by each of the subcontractors specified by the bidder in the bid, as well as by any entity whose capacity the bidder uses. The term "bidder" used in sub-paragraphs A, B and D is used as a neutral term for the bidder, partner, subcontractor and entity whose capacity is referred to by the bidder.*

A: Reasons related to criminal convictions

The contracting authority will exclude from participation in the public procurement proceedings 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 otherwise, that the economic operator or a person who is a member of the administrative, managerial or the supervisory authority of the economic operator in questions or who has the power to act on its behalf or to decide or control it, has been issued a final judgment containing elements of the offenses defined in the first paragraph of Article 75 of the ZJN-3.

Supporting documents:

ESPD form (*in "Part III: Reasons for exclusion, A: Reasons related to criminal convictions"*) completed by all the economic operators appearing in the bid.

Prior to awarding the public contract, the contracting authority will request the bidder established in the Republic of Slovenia to which it has decided to award the contract in question to submit authorizations for obtaining data from criminal records for all economic operators in the bid and for all persons who are members of administrative, management or supervisory bodies of the economic operator, or who have the power to represent or decide on its behalf or supervise it. The bidder **may submit the powers of attorney in question** together with its bid (Annex 3/1, Annex 3/2).

If the bidder is established outside the Republic of Slovenia or it is not possible to obtain verification from the competent authority in the Republic of Slovenia for a person referred to in this point, the bidder shall submit a criminal record certificate (i.e. an extract from the relevant register a court register or, in the absence of such a register, an equivalent document issued by the competent judicial or administrative authority in the Republic of Slovenia, another Member State or the home country or the country in which the economic operator is established and from which it is evident that no reasons for exclusion exist).

The contracting authority will consider as appropriate evidence of impunity certificates issued within a period of 30 calendar days before the deadline for submission of bids, or within a subsequent period of 30 calendar days after the deadline for submission of bids expired.

If the Member State or third country concerned does not issue the documents and certificates referred to in the third paragraph of Article 77 of the ZJN-3 or if they do not cover all the cases referred to in the first paragraph of Article 75 of the ZJN-3 (referred to in sub-point A), 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.

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

The contracting authority will 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 establishes 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 entity, provided that the value of such outstanding liabilities at the date of submission of the bid or application 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 offer or the application, all withholding tax returns for income from employment have not been submitted for the period of the last five years up to the date of the submission of the bid or application.

Supporting documents:

ESPD form (*in "Part III: Reasons for exclusion, B: Reasons related to the payment of taxes or social security contributions"*) completed by all the economic operators appearing in the bid.

Prior to awarding the public contract, the contracting authority shall obtain a certificate issued by the competent authority in the Republic of Slovenia, another EU member state or in a third country, or an eDosje application printout from a bidder established in the Republic of Slovenia.

Bidders established outside the Republic of Slovenia must provide the certificate of the competent authority themselves, after the contracting authority's invitation.

If the Member State or third country concerned does not issue the documents and certificates referred to in the third paragraph of Article 77 of the ZJN-3 or if they do not cover all the cases referred to in the second paragraph of Article 75 of the ZJN-3 (referred to in sub-point B), 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.

D: National reasons 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 bid 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 before the expiry of the deadline for the submission of bids, 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 pay for work, working hours, notwithstanding the existence of elements of an employment relationship or in connection with undeclared employment, for which the operator has been fined by a final decision or several final decisions.

Supporting documents:

ESPD form (*in "Part III: Reasons for exclusion, D: National reasons for exclusion"*) completed by all the economic operators appearing in the bid.

Prior to awarding the public contract, the contracting authority shall obtain a printout from the registry of final offence decisions maintained by the competent authority in the Republic of Slovenia, another EU member state or in a third country, or an eDosje application printout from a bidder established in the Republic of Slovenia.

Bidders established outside the Republic of Slovenia must provide the certificate of the competent authority themselves, after the contracting authority's invitation.

If the Member State or third country concerned does not issue the documents and certificates referred to in the third paragraph of Article 77 of the ZJN-3 or if they do not cover all the cases referred to in item b) of the fourth paragraph of Article 75 of the ZJN-3 (referred to in sub-point D), 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. **Terms for participation**
     1. **Capacity to pursue a professional activity**

The economic operator must 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 conditions can be met by the bidder independently, as a group of bidders or with subcontractors or with entities whose capacity the bidder refers to (according to the activities that are the subject of the public contract and will be performed by the individual entity participating in the bid).*

Supporting documents:

Completed ESPD form (*in "Part IV: Conditions for participation, ɑ: Joint statement for all conditions for participation"*) completed by all the economic operators appearing in the bid.

The contracting authority will verify whether the economic entity 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 bidder must submit the relevant evidence for an economic entity established outside the Republic of Slovenia.

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

The bidder must have all the technical means and equipment and must 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 area of ​​the public contract.

The bidder (as a legal entity) must, for the lot for which it is submitting a bid,

* submit evidence that it is an authorized representative of the manufacturer for the Republic of Slovenia or that the bidder can market/sell machines or spare parts relating to the individual Lot for which the bidder is submitting its bid, and that it is qualified to maintain and service machines relating to the individual Lot for which the bidder is submitting its bid, unless the tenderer is also the manufacturer. The evidence must be issued by the manufacturer of the machinery of each lot for which the bidder is submitting its bid. The evidence must not be older than 12 months counted from the deadline for submission of bids.

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

**Supporting documents:**

* Completed ESPD form (*in "Part IV: Conditions for participation, ɑ: Joint statement for all conditions for participation"*) completed by all the economic operators appearing in the bid.
* Evidence (power of attorney, certificate, other statement by the manufacturer) certified by the machine manufacturer, that the bidder is (as a legal entity) an authorized representative of the manufacturer for the Republic of Slovenia or that the bidder can market/sell machines or spare parts relating to the individual Lot for which the bidder is submitting its bid, and that it is qualified to maintain and service machines relating to the individual Lot for which the bidder is submitting its bid, unless the bidder is also the manufacturer, for the lot the bid is submitted for (Annex 5). The evidence must not be older than 12 months counted from the deadline for submission of bids.
  + - 1. Professional capacity

The bidder shall:

* For Lot 1, Lot 3 and Lot 4: 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,
* For Lot 2: demonstrate that it has at least 3 (three) members of professionally qualified staff (trained mechanics or electricians) for the needs of regular and curative maintenance.

In Annex 6, the bidder 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. The bid shall complete Annex 6 for each individual lot for which it has submitted a bid separately.

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

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

**Supporting documents:**

* Completed ESPD form (*in "Part IV: Conditions for participation, ɑ: Joint statement for all conditions for participation"*) completed by all the economic operators appearing in the bid.
* Completed and signed Annex 6 PROFESSIONAL CAPACITY for the lot for which the bid is submitted.

The contracting authority reserves the right to verify with the bidder 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 bidder, group of bidders in the context of a joint bid, all the subcontractors indicated in the bid and the entities whose capacities will be used by the bidder, 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:

ESPD form (*in "Part VI: Concluding declarations"*) completed by all the economic operators appearing in the bid.

1. **FINANCIAL COLLATERAL**
   1. **General**

As collateral ensuring the fulfilment of the bidder's obligations to the contracting authority, the bidder must submit financial collateral to the contracting authority in accordance with the requirements regarding financial collateral provided in the individual sub-items 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 sample 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 not provided by the bidder using the attached sample from the tender documentation must not differ significantly in content from the sample 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 must, no later than 15 (fifteen) calendar days from the conclusion of the framework agreement, submit to the contracting authority the original or in electronic form in pdf. format digitally signed of the bank guarantee or suretyship insurance as collateral ensuring the sound performance of the obligations under the framework agreement for

Lot 1 in the amount of EUR 18,000.00,

Lot 2 in the amount of EUR 35,000.00,

Lot 3 in the amount of EUR 10,500.00 and

Lot 4 in the amount of EUR 8,750.00

and with a period of validity of at least 30 days after the expiry of the framework agreement.

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

Should the selected bidder fail to submit the collateral ensuring sound performance of the obligations under the framework agreement within 15 (fifteen) calendar days from the conclusion of the framework agreement and the contracting authority's subsequent invitation in the amount defined in the table above, 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 sample of the bank guarantee ensuring the sound performance of the obligations according to the framework agreement (performance bond) is enclosed to this tender documentation (Annex 8). The 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 sample bank guarantee.

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

The criterion for selecting the most economic bidder **for an individual lot** is **the lowest total bid value in EUR excluding VAT**.

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

1. **DEADLINE FOR SUBMISSION OF BIDS AND OPENING OF BIDS, INSTRUCTIONS TO BIDDERS FOR THE PREPARATION OF BIDS, METHOD OF SUBMISSION OF BIDS and THE CONTENT OF BIDS**
   1. **Deadline for submission of bids and public opening of bids**

The bid shall be considered 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** **29. 4. 2021 by 10 a.m.**. A bid marked in the e-JN information system with the status "SUBMITTED" shall be considered a submitted bid. The bidder shall bear all the costs of preparing and submitting its bid.

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

It is no longer possible to submit bids after expiry of the deadline for submission of bids.

Access to the link for the submission of electronic bids in this public procurement procedure is available to bidders in this Public Procurement Notice of the JN Portal **in the "1.3 Communication" section**.

The opening of bids shall take place automatically in the e-JN IT system on **29. 4. 2021**and will begin **at 10.01** at the address [https://ejn.gov.si](https://ejn.gov.si/).

When the deadline for opening of bids expires, the bids in the system are automatically displayed in the "Current public procurement" tab. After the public opening of bids, the bidders and the general public will be able to review the received information or documents of the bidders (i.e., the names of the bidders who submitted bids and whether they are variant bids (if applicable) and the bid estimate or bid value).

* 1. **Manner and instructions for submitting bids**

Bidders must submit their bids via the e-JN information system at the web address [https://ejn.gov.si](https://ejn.gov.si/), in accordance with point 3 of the document Instructions for the use of the information system enabling the e-JN electronic bidding functionality: BIDDERS (hereinafter: Instructions for the use of the e-JN system), which is published on the website [https://ejn.gov.si](https://ejn.gov.si/).

Prior to bid submission, the bidder must 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 bidder is already registered in the e-JN information system, it shall log-in to the application using the same address.

The bidder's user authorized to submit bids in the e-JN information system shall submit the bid by clicking on the "Submit" button. Upon bid submission, the e-JN information system logs the user's identity and the time of submitting the bid. By submitting a bid, the user demonstrates and declares its will submit a binding offer on behalf of the bidder (Article 18 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, [64/16](http://www.uradni-list.si/1/objava.jsp?sop=2016-01-2761) - US decisions and 20/18 – OROZ631)). By submitting a bid, the bid is binding for the duration specified in the bid, unless the user withdraws or changes it before the deadline for submission of bids.

* 1. **Drafting the bid**

The bid should be made in such a way that it contains all the required documents and forms listed in point 6.4. of the tender documentation.

The responses to the questions provided and annexes to the tender documentation, which must be completed by the bidders, form the basis for determining the admissibility of the bid and the basis for determining the capacity of bidders, according to the requirements and conditions of this tender documentation. Bidders shall provide all annexes, unless otherwise stated for an individual annex.

Any changes, additions and corrections to the tender documentation and explanations and answers to questions from the bidders published on the public procurement portal shall form an integral part of the tender documentation, which bidders have to consider in preparing the bid documentation.

* 1. **Contents of the bid documentation**

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

**The bid documentation required by the contracting authority in this public procurement process and which the bidder must upload to the e-JN information system is listed below:**

* **"Total bid value" ("Skupna ponudbena vrednost") section**

The bidder must enter the total bid amount excluding tax in EUR and the amount of tax in EUR for an individual lot in the **section "Total bid value" ("Skupna ponudbena vrednost")** in the table intended for that purpose. The amount including tax (EUR) and all data showing the total bid value are calculated automatically. In the **part "Proforma Invoice" ("Predračun")**, the bidder uploads the completed and signed Annex " BID QUOTE SUMMARY " in the form of pdf. for all lots for which it submits a bid.

|  |  |
| --- | --- |
| BID QUOTE SUMMARY |  |

**In the case of discrepancies between the data in Annex "BID QUOTE SUMMARY", the data in Annex "BID QUOTE SUMMARY" - uploaded to the section "Total bid value", part "Proforma Invoice" ("Skupna ponudbena vrednost", part "Predračun"), and in Annex 2/A "BID QUOTE" for an individual lot (completed and signed bid quote in.pdf format) - uploaded to the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge"), the data in Annex 2 "BID QUOTE" for an individual lot (completed and signed bid quote in.pdf format) - uploaded to the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") shall be considered valid.**

* **"Documents", part "ESPD - bidder" ("Dokumenti", del "ESPD-ponudnik") section**

The bidder must complete the "ESPD" annex and upload the electronically signed ESPD in.xml format or the unsigned ESPD in.xml format to the e-JN information system; in the latter case, in accordance with the General terms and conditions of use of the e-JN information system, the uploaded document shall be considered legally binding with the same validity as a signed document.

|  |  |
| --- | --- |
| ESPD – bidder | ***Annex 3*** |

* **"Participants«, part "ESPD - other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") section**

**In the case of appearing with partners (a joint bid), subcontracting and/or referring to the capacities of other entities,** for each individual participant, the bidder must upload to the e-JN information system **in the "Participants«, part "ESPD - other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") section** the completed and signed ESPD in.pdf format or in electronically-signed.xml format.If the bidder does not intend to appear with a partner, subcontractor or entity in the public contract in question, this annex does not need to be provided.

|  |  |
| --- | --- |
| "ESPD - other participants" section | ***Annex 3*** |

In the case of a joint application, referring to the capacities or other entities and/or subcontractors, the applying entity must upload hand/physically signed ESPD forms for each of the other participants in.pdf format or in.xml format (electronically signed) to the e-JN information system **to the "Participants«, part "ESPD - other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") section**.

* **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**

The bidder should upload the other tender documentation required by this tender documentation to the e-JN information system **to the "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**.

The tender documentation required below must be **attached in.pdf format** (scan of the entire bid with completed, signed and stamped bid documents). The annex "Confirmation of references by individual clients" must be signed (confirmed) by the reference client. Bidders shall provide all annexes, unless otherwise stated for an individual annex.

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

|  |  |  |
| --- | --- | --- |
| DATA ON THE BIDDER | **Annex** | **1** |

The attachment must be completed, signed and stamped and uploaded to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**. For a joint bid, the relevant number of copies of form Annex 1 must be completed by all bidders - partners. This annex shall be accompanied by the legal document on the joint implementation of the public contract.

|  |  |
| --- | --- |
| BID | ***Annex 2/1-2/4*** |

The bidder must complete, sign and stamp the Annex for each lot for which a bid is submitted, and upload to **the "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**.

|  |  |
| --- | --- |
| BID BUDGET | **Annex 2/A** |

The bidder must complete, print and sign the bid estimate, and upload it in.pdf format **to the "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**. Bidders are asked to provide the bid quote summary also in MS Excel format.

In case of differentiation between the bid quote summary in.pdf format and the bid quote summary in MS Excel format, the contracting authority shall consider the bid quote estimate in.pdf format as relevant (if the bid is accompanied by a bid quote estimate in MS Excel format).

|  |  |
| --- | --- |
| AUTHORISATIONS AND DECLARATIONS BY LEGAL PERSONS AND INDIVIDUALS | ***Annex 3/1-3/3*** |

Authorizations (Annex 3/1, Annex 3/2) and declarations by legal entities and individuals (Annex 3/3) shall be completed and signed by all economic operators and all persons who are members of the administrative, management or supervisory bodies of the bidder (in the case of a joint application, this shall apply to all members of the group of applicants - partners), subcontractor or an entity whose capacity is used by the applicant, or who represent it under a power of attorney or are involved in decision-making or controlling it. The Annex is uploaded to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**.

|  |  |
| --- | --- |
| ADDITIONAL DECLARATION TO THE ESPD FORM | ***Annex 3/4*** |

A bidder who is not established in the Republic of Slovenia must complete and sign the annex and upload it to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**. The same shall apply to other economic entities acting together with the bidder which do not have their registered office in the Republic of Slovenia.

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

The bidder shall complete all the required data if the bidder intends to subcontract part of the public contract. The Annex is uploaded to the "Other annexes" section. If the bidder does not intend to subcontract part of the public contract, this annex does not need to be provided.

|  |  |
| --- | --- |
| SUBCONTRATOR'S CONSENT TO DIRECT PAYMENTS | ***Annex 4/2*** |

The subcontractor shall complete this annex if direct payments are requested. The Annex is uploaded to the "Other annexes" section. If the bidder does not intend to subcontract part of the public contract in question, this annex does not need to be provided.

|  |  |  |
| --- | --- | --- |
| PARTICIPATION OF AN ENTITY WHOSE CAPACITIES ARE REFERRED TO | ***Annex*** | ***4/3*** |

If the bidder will use the capacities of other entities (other than those of a partner in the case of a joint bid or of a subcontractor(s)) to perform the public contract, the bidder shall complete this annex and upload it to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**. The bidder should make as many copies of all forms as needed. If the bidder will not use the capacities of other entities to perform the public contract, the bidder does not need to complete this annex.

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

The bidder must complete and sign the annex and upload it to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**.

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

The bidder must complete and sign the annex and upload it to the **"Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge") section**.

|  |  |  |
| --- | --- | --- |
| MODEL FRAMEWORK AGREEMENTT | ***Annex*** | ***7*** |

By signing the ESPD form, the bidder confirms that it agrees with its contents.

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

The model bond is enclosed to the tender documentation. The model need not be attached to the bid.

|  |  |
| --- | --- |
| BID QUOTE SUMMARY |  |

**Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(bidder's name)*

hereby submit our **BID no.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for public contract no. **VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

1. **VALUE OF THE BID IN EUR EXCLUDING VAT**

|  |  |
| --- | --- |
| **Lot and lot name** | **Total value of the bid in EUR excluding VAT** |
| **Lot 1: Bellmer Kufferath** |  |
| **Lot 2: Komptech** |  |
| **Lot 3: Steinert** |  |
| **Lot 4: Vecoplan** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

|  |  |
| --- | --- |
| ESPD – bidder | **Annex 3** |

The bidder must complete the "ESPD" annex and upload the electronically signed ESPD in.xml format or the unsigned ESPD in.xml format to the e-JN information system; in the latter case, in accordance with the General terms and conditions of use of the e-JN information system, the uploaded document shall be considered legally binding with the same validity as a signed document.

|  |  |
| --- | --- |
| "ESPD - other participants" section | **Annex 3** |

**In the case of appearing with partners (a joint bid), subcontracting and/or referring to the capacities of other entities,** for each individual participant, the bidder must upload to the e-JN information system **in the "Participants«, part "ESPD - other participants" ("Sodelujoči", del "ESPD – ostali sodelujoči") section** the completed and signed ESPD in.pdf format or in electronically-signed.xml format.

|  |  |
| --- | --- |
| DATA ON THE BIDDER | ***Annex 1*** |

**VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

|  |  |
| --- | --- |
| Bidder's name |  |
|  |  |
| Bidder's (registered) address |  |
|  |  |
| Statutory representative (person signing 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 and administrator of the framework agreement, who shall resolve any issues that may arise in connection with the implementation of this framework agreement, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| The bidder 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 bidder) |

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

|  |  |
| --- | --- |
| BID - Lot 1 | ***Annex 2/1*** |

**BID NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,**

**For Lot 1:** **Bellmer Kufferath**

Our bid is (mark as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * an independent bid | * a joint bid | * a bid with subcontractors | * Using the capacities of other entities |

1. **VALUE OF THE BID IN EUR EXCLUDING VAT**

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

***After this page, the bidder should attach the completed and signed bid quote (Annex 2/A) in.pdf format.***

1. **BOND**

For goods whose supply is the subject-matter of this public contract, the bidder 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 wearing parts. The warranty period shall also apply to major general renovations of machines.

1. **VALIDITY OF THE BID**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

|  |  |
| --- | --- |
| BID - Lot 2 | ***Annex 2/2*** |

**BID NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,**

**For Lot 2:** **Komptech**

Our bid is (mark as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * an independent bid | * a joint bid | * a bid with subcontractors | * Using the capacities of other entities |

1. **VALUE OF THE BID IN EUR EXCLUDING VAT**

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

***After this page, the bidder should attach the completed and signed bid quote (Annex 2/A) in.pdf format.***

1. **BOND**

For goods whose supply is the subject-matter of this public contract, the bidder 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 wearing parts. The warranty period shall also apply to major general renovations of machines.

1. **VALIDITY OF THE BID**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

|  |  |
| --- | --- |
| BID - Lot 3 | ***Annex 2/3*** |

**BID NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,**

**For Lot 3:** **Steinert**

Our bid is (mark as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * an independent bid | * a joint bid | * a bid with subcontractors | * Using the capacities of other entities |

1. **VALUE OF THE BID IN EUR EXCLUDING VAT**

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

***After this page, the bidder should attach the completed and signed bid quote (Annex 2/A) in.pdf format.***

1. **BOND**

For goods whose supply is the subject-matter of this public contract, the bidder 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 wearing parts. The warranty period shall also apply to major general renovations of machines.

1. **VALIDITY OF THE BID**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

|  |  |
| --- | --- |
| BID - Lot 4 | ***Annex 2/4*** |

**BID NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public contract no. VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,**

**For Lot 4:** **Vecoplan**

Our bid is (mark as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * an independent bid | * a joint bid | * a bid with subcontractors | * Using the capacities of other entities |

1. **VALUE OF THE BID IN EUR EXCLUDING VAT**

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

***After this page, the bidder should attach the completed and signed bid quote (Annex 2/A) in.pdf format.***

1. **BOND**

For goods whose supply is the subject-matter of this public contract, the bidder 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 wearing parts. The warranty period shall also apply to major general renovations of machines.

1. **VALIDITY OF THE BID**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

|  |  |
| --- | --- |
| BID BUDGET | ***Annex 2/A*** |

The bidder must also attach to Annex 2/1-2/4 "BID" **a completed and signed bid quote**, which should be attached to the bid documentation in MS Excel format, and attached **in.pdf format, to the bid in the section "Documents", part "Other annexes" ("Dokumenti", del "Ostale priloge")**.

|  |  |
| --- | --- |
| AUTHORIZATION TO OBTAIN A CERTIFICATE FROM THE PENAL RECORDS - FOR LEGAL ENTITIES | **Annex 3/1** |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (name of the authorising entity) hereby authorise JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, for the purposes of verifying compliance with the conditions in the procedure for awarding the public contract no. **VKS-91/20 – Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,** to obtain criminal records from the Ministry of Justice.

Data on the legal entity:

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

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

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

Number of registration in the court register (docket no.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname and signature of the bidder, partner, subcontractor, entity) |

***Instructions:*** *Economic operators established in the Republic of Slovenia (bidder, partner in a joint bid, subcontractor, entity whose capacity is referred to by the bidder) shall complete the Annex, sign it, and enclose it with their bid. Economic operators established outside of the Republic of Slovenia (bidder, partner in a joint bid, subcontractor, entity whose capacity is referred to by the bidder) should not attach the completed Annex 3/1; economic operators shall provide proof of compliance with the condition.*

|  |  |
| --- | --- |
| AUTHORIZATION TO OBTAIN A CERTIFICATE FROM THE PENAL RECORDS - FOR INDIVIDUALS | **Annex 3/2** |

The undersigned **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (first name and surname) hereby authorise JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, for the purposes of verifying compliance with the conditions in the procedure for awarding the public contract no. **VKS-91/20 – Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC,** to obtain criminal records for an individual from the Ministry of Justice.

My personal details are as follows:

Personal identification number - EMŠO (mandatory information): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOWN OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MUNICIPALITY OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTRY OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS OF PERMANENT/TEMPORARY RESIDENCE:

* (street and house number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* (postal code and post office) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NATIONALITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MY PREVIOUS SURNAME WAS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) |  | (Name and surname and signature of the person issuing the authorisation) |

***Instructions:*** *The authorization form must be completed and signed by persons who are members of the administrative, managerial or supervisory body of this economic operator established in the Republic of Slovenia (bidder, partner in a joint bid, subcontractor, entity whose capacity is relied on by the bidder) or persons who have the power to represent, to decide, or to supervise such an economic operator. Persons who are members of an administrative, managerial or supervisory body of an economic operator established outside the Republic of Slovenia (bidder, partner in a joint bid, subcontractor, entity whose capacity is relied on by the bidder) or who have the power to represent, make decisions or supervise them do not need to provide Annex 3/2; the economic operator must enclose supporting documents that these persons fulfil the condition.*

|  |  |
| --- | --- |
| DECLARATION ON THE PARTICIPATION OF INDIVIDUALS AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP STRUCTURE[[1]](#footnote-1) | **Annex 3/3** |

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

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

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

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

Number of registration in the court register (docket no.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

In connection with public contract **VKS-91/20 – Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**, we hereby provide, pursuant to the sixth paragraph of Article 14 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 the related companies of the bidder.

**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 individuals, 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, in light of the provisions of the act governing commercial companies, deemed to be the related companies of the bidder, are involved in the entire ownership structure of the bidder.

By signing this statement, 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 statements or false information on the facts contained in this statement. 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 bidder, partner, subcontractor) |

***Note****: The statement 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 bidder or any of the companies involved in its equity structure are a public company, the bidder may list only those shareholders of the bidder 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.***

|  |  |  |
| --- | --- | --- |
| ADDITIONAL DECLARATION TO THE ESPD FORM | ***Annex*** | ***3/4*** |

Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

submitting our bid for the public contract no. **VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

**hereby DECLARE that:**

* neither the economic operator nor any person who is a member of its administrative, management or supervisory body or is authorised to represent, decide or supervise the entity has been convicted, with a final judgement, of violating workers' fundamental rights, or a maximum of five years has passed from such a conviction, or in the case in question, the exclusion period determined directly in the conviction, is still applicable. As defined in Article 196 of the Penal Code (Official Gazette of the Republic of Slovenia, No. 50/12 - official consolidated text and 54/15, hereinafter: KZ-1).
* 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 bid are true and that the photocopies of the enclosed documents correspond to the originals.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

***Instructions:*** *Economic operators, established outside the Republic of Slovenia, must complete and sign the relevant Annex and enclose it with their offer, together with the ESPD form. Economic operators established in the Republic of Slovenia shall complete the ESPD form prepared by the contracting authority via the Slovenian public procurement portal and do not need to complete and sign this statement.*

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

**VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

In the annex, the bidder must list subcontractors with whom it will be acting in its joint bid and complete all the required data. The annex is signed by both the contractor and the subcontractor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor's name |  | | | | |
| Full address |  | | | | |
| Subcontractor's registration number |  | | | | |
| Subcontractor's tax number |  | | | | |
| All legal representatives of the subcontractor |  | | | | |
| **REQUEST FOR DIRECT PAYMENT (performed by the contracting authority) OF THE SUBCONTRACTOR'S CLAIMS AGAINST THE BIDDER** | | | | | |
| Pursuant to Article 94 of the ZJN-3, as a subcontractor, we hereby request direct payments from the contracting authority | Please circle/mark as appropriate | | | | |
| YES | | NO | | |
| Every part of the public contract (service/construction/goods) being subcontracted (type/description of services/works/supplies) | Lot 1: | | | | |
| Lot 2: | | | | |
| Lot 3: | | | | |
| Lot4: | | | | |
| Subcontractor shall participate (mark): | Lot 1: | Lot 2: | | Lot 3: | Lot 4: |
| YES / NO | YES / NO | | YES / NO | YES / NO |
| Indicative quantity/share (%) of the public contract to be subcontracted  *(must be less than 100%)* | Lot 1: | Lot 2: | | Lot 3: | Lot 4: |
|  |  | |  |  |
| Value subcontracted in EUR excluding VAT | Lot 1: | Lot 2: | | Lot 3: | Lot 4: |
|  |  | |  |  |

***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 **bidder**) |

|  |  |
| --- | --- |
| SUBCONTRATOR'S CONSENT TO DIRECT PAYMENTS | ***Annex 4/2*** |

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

acting as a subcontractor of the bidder

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

**HEREBY CONSENT**

that the contracting authority settle our claims against the contractor (the bidder with whom we will cooperate as a subcontractor) in connection with the performance of the subject-matter of public contract no. **VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC** directly to our transaction account, on the basis of the situations presented or invoices that will be pre-approved by the contractor, and will be attached to the invoice or the situation that the contractor will issue to the contracting authority.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the subcontractor) |

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

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

|  |  |  |
| --- | --- | --- |
| PARTICIPATION OF AN ENTITY WHOSE CAPACITIES ARE REFERRED TO | ***Annex*** | ***4/3*** |

**VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

|  |  |
| --- | --- |
| Name of the entity |  |
| Full address |  |
| Entity's registration number |  |
| Entity's tax number |  |
| Any part of the public contract for which the bidder intends to use the capacities of the entity |  |
| Indicative quantity/share (%) of the public contract |  |

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

(Name and surname, and signature Name and surname, and signature of the entity

bidder

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

Stamp: Stamp:

***Note:***

*This annex should be completed and attached to the bid if the bidder 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 bidder should attach the supporting documentation referred to in item 3.2.2.1 of the tender documentation.

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

**VKS-91/20 - Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

Lot …….. : …………………………………………………………………………………………. (*lot number and name*)

LIST OF THE PERSONELL REGISTERED:

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname, and signature of the bidder) |

***Instructions****: The bid shall complete Annex 6 for each individual lot for which it has submitted a bid separately.*

|  |  |  |
| --- | --- | --- |
| MODEL FRAMEWORK AGREEMENTT | ***Annex*** | ***7*** |

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

**Contractors framework agreement no.:** ………………………

**FRAMEWORK AGREEMENTT**

**for the supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC**

for

* *Lot 1: Bellmer Kufferath,*
* *Lot 2: Komptech,*
* *Lot 3: Steinert,*
* *Lot 4: 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**

* 1. Article

At the outset, 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 awarding of public contract no. VKS-91/20 in an open procedure, in accordance with Article 40 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. ………………………. and in the Supplement to the Official Journal of the European Union on ……………………. under publication no. ………………………. with a view to conclude a framework agreement for the "**Supply of spare parts and maintenance of machines and equipment for the Ljubljana RWMC, Lot ….: ……..**", in which the contracting authority selected the contractor's as the most economic bid and on the basis of the conditions defined in the tender documentation no. VKS-91/20.

The framework agreement is concluded and shall enter into force on the date of its signing 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 this framework agreement or until the exhaustion of the value of the framework agreement referred to in paragraph one of Article 3 of this framework agreement, whichever is the earlier.

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

The subject-matter of this framework agreement is:

* ***Lot 1:*** *The supply of spare and wear parts (hereinafter: supplies or goods), the renovation of crankshafts and curative maintenance (hereinafter: maintenance or services), where appropriate, for crankshaft presses with technological ID numbers 541S11, 541S21 and 640S31 (items 18 and 19 of the bid budget) manufactured by Bellmer Kufferath 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);*
* ***Lot 2:*** *The supply of spare and wear parts (hereinafter: supplies or goods) and servicing and maintenance of machines and equipment manufactured by Komptech (hereinafter: 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);*
* ***Lot 3:*** *The supply of spare and wear parts (hereinafter: supplies or goods) and maintenance of machines and equipment manufactured by Steinert and Steinert Unisort (hereinafter: 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);*
* ***Lot 4:*** *The supply of spare and wear parts (hereinafter: supplies or goods) and maintenance of the fine substitute fuel shredder manufactured by Vecoplan, type VEZ 2500 T, with serial number 14261 010 and technological code 424Z70 (hereinafter: 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-91/20 (hereinafter: the tender documentation) and the Technical Specifications no. VKS-91/20 (hereinafter: the Technical Specifications; ***for Lot 2 only***), based on the bid of the contractor no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, which is an annex to this framework agreement (hereinafter: bid) and the bid quote of the contractor no. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the bid quote) and in accordance with the content of the requirements of the public contract no. VKS-91/20, all according to the rules of the profession, with the care of a good expert and in accordance with this framework agreement.

The quantities listed in the individual items of the bid 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 will 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 AGREEMENTT**
   1. Article

The estimated value of this framework agreement upon publication of the notice on the public contract 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. The contractor shall charge VAT according to the applicable legislation of the Republic of Slovenia.

* 1. Article

During the validity of the framework agreement, the price per unit of measure listed in the bid quote shall be fixed, unless the price drops.

Prices per unit of measure shall include all material and non-material costs required for the quality and timely execution of the subject 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 bid 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.

* 1. Article

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 will need goods or services which, according to their purpose, belong to the same goods or services or are related to the subject-matter of the framework agreement and these goods or services are not included in the bid 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 bid quote.

The parties to the framework agreement will, in the abovementioned case, on the basis of the contractor's bid or otherwise, agree on the price for such goods or services and add them to the list of goods or services in the bid 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 conditions agreed in this framework agreement.

1. **METHOD OF CHARGING AND PAYMENT**
   1. Article

The supplies of goods and services will be charged on the basis of actually supplied services and goods. The supply of goods or services will be deemed to have been properly performed by signing the handover records (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 acceptance of the goods or service performance (upon acceptance, handover records shall be compiled and confirmed in writing confirming the acceptance of the goods or services (work order, delivery note) and signed by both parties to the framework agreement or their representatives) at the contracting authority's address, which is 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 the first and second paragraph of this article of the framework agreement to the bank account of the contractor or subcontractor officially registered with AJPES and listed on the invoice within 30 (thirty) calendar days from the date of delivery of the proper invoice for the goods supplied or services rendered 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 the first and second paragraph 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 delivery of the proper invoice for the goods supplied or services rendered 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.

* 1. Article

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**
   1. Article

Under this framework agreement, the contractor is acting 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 payments | 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 is 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 in the particulars referred to in the second paragraph of Article 94 of the ZJN-3, and the particulars of the new subcontractors which it intends to subsequently involve in the performance of the framework agreement at the latest 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, ESPD forms completed in accordance with Article 79 of the ZJN-3, the annexes relating to the subcontractor and required in the tender documentation and the written request of the new subcontractor for direct payment, if the new subcontractor requests such direct payments.

The contracting authority shall 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.

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

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

For a subcontractor who requests direct payments, the contractor must 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 pay 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 registered sub-contractor, the contracting authority shall withhold payment of the entire invoice without being in payment default until it is provided all the documents.

The contracting authority shall settle approved subcontractor 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 subcontractors of the main contractor, or any further subcontractors in the chain.

***applies in the event that the subcontractor has not requested direct payments:***

In the event that the contractor acts with a subcontractor who has not requested direct payments, at the request of the contracting authority, and at the latest 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 causally related to the subject-matter of the framework agreement.

***applies in the event that the contractor is not acting with sub-contractors:***

Upon submitting its bid and upon conclusion of the framework agreement, the bidder has not reported 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 in the particulars referred to in the second paragraph of Article 94 of the ZJN-3, and the particulars of the new subcontractors which it intends to subsequently involve in the performance of such services and/or supplies at the latest 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, ESPD forms completed for the new subcontractors in accordance with Article 79 of the ZJN-3, the annexes relating to the subcontractor and required in the tender documentation and the written request of the new subcontractor for direct payment, if the new subcontractor requests such direct payments.

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 is 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 DEADLINE**
   1. Article

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

The deadline for delivery of goods is a maximum of 3 (three) months from the receipt of an individual written order (sent by e-mail). The deadline for the supply of goods 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 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 of 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 acceptance and inspect each type of goods. The delivery note accompanying the delivery of the goods must contain all the necessary information (contractor's document number, unit of measure and quantity).

The actual quantities must match the quantities indicated in the delivery note. In case of quantity errors, the contracting authority shall immediately notify the contractor upon receipt of the goods by annotation on the delivery note of the type and quantity of goods not delivered, which shall be confirmed by the signature of the contractor's representative and the contracting authority's representative or contact person.

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

* 1. Article

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 begin on the date of issuing the written (sent via e-mail) order of 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 begin performing 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, the contracting authority 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. In the event that the contractor, during maintenance, establishes 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 perform due to its own work process, the contractor shall be obligated to perform such maintenance in the nighttime between 10 p.m. and 6 a.m. in the morning, or during holidays or non-working days in the Republic of Slovenia.

* 1. Article

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

The scope of maintenance is reflected in the technical specifications, which is an annex and an integral part of this framework agreement (*applies to Lot 2*).

* 1. Article

**Lot 1, Lot 3 and Lot 4:**

In the case of unforeseen machine failures, the contractor must respond to the contracting authority's written request (sent via e-mail) regarding the elimination of malfunctions and failures at the latest 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 of the machine, and perform continuous actions aimed at correcting the malfunctions or failure. The contractor must eliminate the malfunctions or failure within 10 (ten) calendar days from receipt of the contracting authority's request/call. The response time is 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.

In the event of a large-scale malfunction or defer the contractor is unable to eliminate within the prescribed time limit (for example, the contractor needs spare parts that are not the subject of the bid and are not in stock or are not available within the prescribed period), the contractor must immediately inform the contracting authority in writing and make continuous effort to remedy the failure or malfunction, and regularly inform the contracting authority of its progress.

**Lot 2:**

In the case of unforeseen machine failures, the contractor must respond to the contracting authority's written request (sent via e-mail) regarding the elimination of malfunctions and failures at the latest within 24 (twenty-four) hours after the receipt of the contracting authority's request/call and ensure the presence of its experts at the location of the machine, and perform continuous actions aimed at correcting the malfunctions or failure. The contractor must eliminate the malfunctions or failure within 72 (seventy-two) hours from receipt of the contracting authority's request/call. The response time is 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.

In the event of a large-scale malfunction or defer the contractor is unable to eliminate within the prescribed time limit (for example, the contractor needs spare parts that are not the subject of the bid and are not in stock or are not available within the prescribed period), the contractor must immediately inform the contracting authority in writing and make continuous effort to remedy the failure or malfunction, and regularly inform the contracting authority of its progress.

* 1. Article

The contractor shall record all services performed and goods supplied using handover minutes (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 minutes (work order and/or delivery note) confirmed by the representative of the contracting authority shall serve as the basis for the invoice issued by the contractor.

1. **QUALITY, WARRANTY AND COMPLAINTS**
   1. Article

The contractor shall ensure that the quality of the delivered goods and performed services is in accordance with applicable legislation, regulations, standards, applicable practice, guidelines of the contracting authority and that it will comply with all conditions defined by the contracting authority in the order or in the technical specifications, or when called to do so by the contracting authority.

The contractor hereby warrants that the spare parts supplied will be the manufacturer's original spare parts for the machine/device in question or spare parts equivalent to the original spare parts. A spare part which meets the contracting authority's requirements specified the tender documentation and the bid quote (the spare part of another manufacturer, which must comply with the technical requirements for this part prescribed by the manufacturer of spare parts) is considered equivalent to the original. The spare parts supplied must be manufactured in accordance with the specifications, production standards and quality standards specified by the individual manufacturer for each item of the bid quote.

The contractor warrants that the spare parts supplied will be new and in no way renewed (**all lots**), except for items 17 and 18 of the bid quote (**referring to lot 1**).

The contractor warrants that the goods supplied will comply with all EU regulations, standards and directives and be eligible for sale in the single market of the European Union, and appropriately marked in so far as such a mark is required.

In case of non-compliance of the delivered goods or performed services with the technical specification of the contracting authority and/or applicable legislation relating to the subject of the framework agreement and/or the technical documentation submitted by the contractor upon delivery of the goods or performance of the services, the contracting authority may withdraw from the framework agreement and cash the performance bond covering the sound performance of the obligations under the framework agreement, without any obligation to the contractor, and the contractor shall also be liable for the difference in price compared to the next best offer, which the contracting authority shall issue an invoice for.

* 1. Article

For goods whose supply is the subject-matter of this framework agreement, the contractor 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 wearing parts. The warranty period shall also apply to major general renovations of machines. The invoice shall be considered the warranty.

If defects occur during the warranty period due to the quality of goods or services, the contractor must eliminate them at its own expense no later than fourteen (14) working days from the date on which the contracting authority notified the contractor in writing of the defect. The contractor will be required to replace free of charge all goods found to be defective due to a manufacturing defect.

* 1. Article

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 delivered goods or services performed at any time during the term of validity of the framework agreement.

* 1. Article

Any complaint due to the inadequacy of the delivered goods or services provided shall be resolved within a maximum of two (2) working days from the receipt of written notice of complaint. Minutes shall be drawn up detailing the identified defects of the goods or services, which shall be signed by both parties to the framework agreement or their representatives. The form for the minutes shall be provided by the contractor.

The contractor undertakes to notify the contracting authority (in writing, via e-mail) of the resolution of the complaint and shall deliver the goods or perform the services subject to the complaint within the agreed deadline.

The contractor shall issue a credit note to the contracting authority which shall reduce the contracting authority’s liabilities in the event of a complaint resolved in favour of the contracting authority, as well as for incorrectly sent and for returned goods or incorrectly performed services.

1. **FORCE MAJEURE**
   1. Article

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 AGREEMENTT**
   1. Article

The contractor undertakes to:

* conclude with the contracting authority a Written agreement governing the common protective measures implemented 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 microlocation of the MBT of the Ljubljana RWMC, so that the implementation of the subject-matter of the framework agreement will not hinder the working process at the site of the Ljubljana RWMC,
* properly perform the accepted services and supplies in a professional, conscientious and quality way, in accordance with all applicable technical regulations, standards and norms, as well as the tender conditions, in close cooperation with the contracting authority (with the 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 if the contracting authority needs it, if the contracting authority has difficulties in defining individual spare parts when ordering or if the installation of the delivered goods requires special conditions and knowledge during installation, which the contracting authority does not yet have,
* in the event of circumstances arising during the performance of the supplies or services subject to this Framework Agreement that may affect the substance or time of performance of the supplies or services, promptly notify the contracting entity in writing (by e-mail) and propose appropriate amendments or supplements to this Framework Agreement;
* if it is established that the supplier provided defective supplies or services, at its own expense and within the period agreed upon by the contracting authority, supplement and modify the scope of the supplies or services contracted,
* enable the contracting authority to inspect the performed services and supplies 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 by the provision of services to the contracting authority's facility at the Ljubljana RWMC site, buildings or devices, or to third persons.
* at its own expense, remove all packaging and any waste generated during the provision of services and dispose of them in accordance with the applicable regulations in the field of packaging and waste management,
* obtain the prior written consent of the contracting authority before any subcontracting of the delivery of goods or the 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, personal protective equipment and aids in relation to the risk of injury, whereby the clothing (logo) of the contractor/subcontractor must be visible on the garment,
* ensure that workers comply with all regulations of the contracting authority on being present 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 damages to the contractor or its employees resulting from improper use of the equipment or the failure thereof. If the contractor damages the contracting authority's equipment, the contractor shall be obligated to reimburse the contracting authority all the costs of repairing the equipment and any potential damages sustained due to the inability to use the equipment.

* 1. Article

The contracting authority undertakes to:

* conclude with the contractor a Written agreement governing the common protective measures implemented 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 of ensuring the timely fulfilment of the 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 a log of the performed supplies and services of the contractor; if the contracting authority finds 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.

Any additional information will be provided by the contracting authority to the contractor on the basis of the contractor's written or oral request and based on its own assessment of the necessity of the information required to perform the obligations under this framework agreement.

1. **FINANCIAL COLLATERAL**
   1. Article

The contractor undertakes to, no later than within fifteen (15) days of the conclusion of the framework agreement, provide the contracting authority with an original copy of the financial collateral or in electronic form in pdf. format digitally signed financial collateral for the sound performance of the obligations under the framework agreement (hereinafter: financial collateral) amounting to EUR ………………, with a term of validity of thirty (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 withdrawal 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. In the event that the contractor fails to submit the financial collateral within the period referred to in the first paragraph of this Article, the contractor shall not be entitled to payment for any goods already ordered and delivered, or services already provided.

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

1. **PENALTY ACCORDING TO THE FRAMEWORK AGREEMENTT**
   1. Article

Should the contractor be in delay of the fulfilment of its obligations referred to in Article 9 and/or 11 of the framework agreement and the delay or default is not due to force majeure according to Article 18 of this framework agreement, the contracting authority shall be entitled to charge the contractor for each calendar day of delay a penalty under the framework agreement in the amount of EUR 100.00 (one hundred euros) without VAT for each calendar day of delay, but not more than 1% (one percent) of the estimated value of the framework agreement without VAT as set out in the first paragraph of Article 3 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 to the contractor.

* 1. Article

**Lot 1, 3, 4:**

Should the contractor be in delay of the fulfilment of its obligations referred to in Article 12 of the framework agreement and the delay or default is not due to force majeure according to Article 18 of this framework agreement, the contracting authority shall be entitled to charge the contractor for each calendar day of delay a penalty under the framework agreement in the amount of EUR 200.00 (two hundred euros) without VAT for each calendar day of delay, but not more than 1% (one percent) of the estimated value of the framework agreement without VAT as set out in the first paragraph of Article 3 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 to the contractor.

**Lot 2:**

Should the contractor be in delay of the fulfilment of its obligations referred to in Article 12 of the framework agreement and the delay or default is not due to force majeure according to Article 18 of this framework agreement, the contracting authority shall be entitled to charge the contractor for each hour of delay a penalty under the framework agreement in the amount of EUR 20.00 (twenty euros) without VAT for each hour of delay, but not more than 1% (one percent) of the estimated value of the framework agreement without VAT as set out in the first paraphs of Article 3 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 to the contractor.

The contracting authority may not demand the payment of penalties for delay if it has accepted the performance of the obligation and failed to immediately notify the contractor that it reserves the right to enforce its right to penalties. In the event that the contracting authority accepts the performance of the obligation and demands payment of the penalties, it will inform the contractor according in accordance with the fifth paragraph of Article 251 of the Code of Obligations (*the paragraph applies to all lots*).

* 1. Article

In order to enforce the penalties stipulated in the framework agreement, the contracting authority will issue an invoice with a payment deadline of eight (8) calendar days from the invoice date. In case of late payment of the invoice, the contractor is 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 ensuring the sound performance of obligations under the framework agreement (performance bond) and will be entitled to claim damages also under the general principles of tort, independently of claiming any penalties under the framework agreement.

* 1. Article

If the contracting authority sustains 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 damage incurred and caused by the contractor.

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

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 …………………………….., tel: ……………………, 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 …………………………….., tel: ……………………, 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 the first paragraph of Article 34 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**
   1. Article

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

* tender documentation no. VKS-91/20,
* technical specifications no. VKS-91/20 (*for Lot 2 only*),
* bidder's bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
* contractor's bid quote no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
* written agreement governing the common protective measures implemented to ensure health and safety at work at the Ljubljana RWMC/MBT at the Ljubljana RWMC location,
* 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, then the other documents in the order listed in this Article, shall be applied to interpret the will of the parties to the framework agreement.

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

The contracting authority may withdraw from the framework agreement by notification sent by registered post 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 incorrectly fulfils its obligations under the framework agreement, even after a subsequent deadline set by the contracting authority,
* fails to fulfil or irregularly fulfils its obligations to subcontractors, even after a subsequent deadline set by the contracting authority,
* fails to fulfil or irregularly settles its obligations to its employees, even after a subsequent deadline set by the contracting authority,
* increases prices during the term of the framework agreement,
* subcontracts the performance of the obligations under this framework agreement to a third party without the prior written consent of the contracting authority,
* terminates the performance of the obligations under this framework agreement without the prior written consent of 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 of the contracting authority concerning its withdrawal from the framework agreement.

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

* 1. Article

The contractor shall be entitled to withdraw from this framework agreement in the event of the contracting authority's grave violation of the provisions of the framework agreement. In this case, the framework agreement shall be deemed voided when the contracting authority receives the contractor's written notice on its withdrawal from the framework agreement specifying the reason for the withdrawal.

* 1. Article

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 so 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 must be sent to the other party to the framework agreement by registered post.

During the notice period of termination of the mutual relationship under 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**
   1. Article

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 solved 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**
   1. Article

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 promised, offered or gave, in the name of or on behalf of the contacting authority, 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 bod 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.

* 1. Article

The contractor undertakes to, at any time during the validity of this framework agreement or at any time during the course of the implementation of this framework agreement, in accordance with the sixth paragraph of Article 91 of the ZJN-3, 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), provide 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, in light of the provisions of the act governing commercial companies, deemed to be the related companies of the contractor.
  1. Article

Any changes or amendments to this framework agreement shall only be valid in writing and in the event that 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.

* 1. Article

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 law governing obligations shall apply to any issues not regulated by this framework agreement.

* 1. Article

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. If, in accordance with Article 21 of this framework agreement, the contractor fails to provide the financial collateral (performance bond) for the obligations under the framework agreement, it shall be deemed that this framework agreement was never 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 is concluded and signed in Slovene and English. In the case of doubt (inconsistencies) 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 any ambiguity or dispute concerning the annexes to the framework agreement referred to in the *third and fourth* indents of the first paragraph of Article 27 of this framework agreement (i.e. the contractor's bid and the contractor's bid quote) the language in which the annexes are drafted shall be used for their linguistic interpretation, unless a translation prepared by a sworn court interpreter for the Slovenian language in accordance with the tender documentation has been provided for the (disputed) part of the bid. 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 its 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.*).

* 1. Article

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 the court has issued a final decision establishing a violation of the contractor's or subcontractor's compliance with labour, environmental or social security legislation, or
* if the contracting authority is made aware that the relevant public authority has identified at least two violations by the contractor or subcontractor of the legal provisions governing pay for work, working hours, notwithstanding the existence of elements of an employment relationship or in connection with undeclared employment,

for which the contractor or subcontractor has been fined by a final decision or several final decisions, and provided that at least 6 (six) months are left between the time the contracting authority became aware of the violation and the expiry of the framework agreement, or if the contractor, after the established violation of the subcontractor, fails to replace this 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 becoming aware of the violation.

In the event that the circumstances and conditions referred to in the preceding paragraph are met, the framework agreement shall be deemed terminated on the day of concluding a new framework agreement on the public procurement for the public contract in question. The contracting authority shall inform the contractor of the date of conclusion of the new framework agreement.

If the contracting authority fails to 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 after becoming aware of the violation.

* 1. Article

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 bid; SAMPLE | ***Annex 8*** |

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

For:       *(list the beneficiary, i.e.. the contracting authority from the public contract)*

Date:       *(enter the date of issue)*

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

**NUMBER:** *(enter the insurance number)*

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

**CLIENT:** *(enter the name and address of the client of the collateral, i.e., the successful bidder in the public procurement procedure)*

**BENEFICIARY:**       *(list the contracting authority from the public contract)*

**UNDERLYING TRANSACTION:** the bond client's obligation under the agreement no.       dated       *(list the number and date of the agreement on the performance of the public contract concluded according to procedure number XXXXXX) for*(enter the subject-matter of the public contract)*.*

**AMOUNT AND CURRENCY:** *(list 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:** Slovenian

**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 list 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 *(enter the expiry date of the collateral)*

**PARTY LIABLE TO PAY THE COSTS:**       *(enter the name of the client of the collateral, i.e., the successful bidder in the public procurement procedure)*

As guarantors, with this collateral we irrevocably and unconditionally undertake to pay to the beneficiary at first request any amount up to the amount of the collateral if the beneficiary submits the corresponding request for payment in the above submission form, signed by the authorized signatory(s), together with other documents, if listed above, and in any event together with the statement of the beneficiary, which is either included in the text of the payment request or provided as a separate signed document attached to the request for payment or referred to therein, which states in what sense the client of the collateral failed to fulfil its obligations under the underlying transaction.

Any request for payment under this insurance must be received on or before the expiry date of the insurance at the above-mentioned place of submission.

Any dispute arising in connection with this insurance shall be settled by the competent court in Ljubljana under Slovenian law.

This insurance 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."***

1. A bidder, a partner in the case of a joint offer, nominated subcontractors. [↑](#footnote-ref-1)