

Date: 11th August 2020
Number.: 41N200134

INVITATION TO TENDER



Znanstvenoraziskovalni center Slovenske akademije znanosti in umetnosti

Novi trg 2, 1000 Ljubljana
(hereinafter "Contracting authority")

**PURCHASE OF CLIMATE CHAMBER for the project needs »DEVELOPMENT
of RESEARCH INFRASTRUCTURE for the INTERNATIONAL
COMPETITIVENESS of SLOVENIAN RRI-RI-SI-LIFEWATCH«
hereinafter »supply«**

**procedure: Open procedure
Article 40 of Public Procurement Act**

Dear Sir/Madam,

The Contracting Znanstvenoraziskovalni center Slovenske akademije znanosti in umetnosti, Novi trg 2, 1000 Ljubljana, (hereinafter: Contracting authority), invites you on the basis of Article 40 of Public Procurement Act (Official Gazette of the Republic of Slovenia, No 91/15 and 15/18; hereinafter: ZJN-3) to submit a tender in accordance with this Invitation to tender and procurement documentation in the manner and within the time limit that is set up in this procurement documentation.

Procurement documentation for the **PURCHASE OF CLIMATE CHAMBER for the project needs »DEVELOPMENT of RESEARCH INFRASTRUCTURE for the INTERNATIONAL COMPETITIVENESS of SLOVENIAN RRI-RI-SI-LIFEWATCH«** is comprised of the following documents:

- 1 INSTRUCTIONS TO TENDERERS
- 2 TECHNICAL SPECIFICATIONS / PROJECT WORK
- 3 CONTRACT
- 4 TENDER SUBMISSION FORMS

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable.

A tender submitted is considered to be a tender, if it is marked as “SUBMITTED” in the e-JN information system.

The contracting authority has foreseen that the contract will be conducted in accordance with the planned timetable:

Stadij postopka	Datumi
Deadline for the placement of questions	07 th September 2020 to 11:00
Deadline for submitting tenders	17 th September 2020 to 11:00
Open bids	17 th September 2020 at 11:01
Delivery time	120 days after the contract is signed

The operation is co-financed by the Republic of Slovenia, the Ministry of Education, Science and Sport and the European Union from the European Regional Development Fund. The operation is being implemented under Operational Program for the Implementation of European Cohesion Policy 2014-2020 under Priority Axis 1: "International competitiveness of research, innovation and technological development in line with smart specialization for greater competitiveness and greening of the economy", Priority Investment 1.1 "Strengthening infrastructure for research and innovation and the capacity to develop excellence in this area, as well as to promote competent centers, especially those of European importance ", specific objective 1.1.1" Effective use of research infrastructure and development of knowledge / competences for better national and international cooperation in the Triangle knowledge«.

Yours faithfully,

prof. dr. Oto Luthar
Director

1 INSTRUCTIONS TO TENDERERS

GENERAL

1. **The Contracting authority is Znanstvenoraziskovalni center Slovenske akademije znanosti in umetnosti, Novi trg 2, 1000 Ljubljana.**
2. **Compliance with these instructions is mandatory for all tenderers.**
3. **Tenderers must submit tenders for the full scope of the contract.**
The Contracting authority will not accept incomplete tenders.
4. **The tenderer shall bear all costs that will incur in the preparation and delivery of his tender.**
5. The tender, all correspondence and documents related to the tender must be written **in Slovene or English language.**
6. The currency and all financial information in the tender is in euros (EUR) and will thus be evaluated.
7. The tender must be signed by the legal representative or by a person authorized in writing to sign on behalf of the tenderer's legal representative, as shown in the attached authorization.
8. In the case that the chosen tenderer is not established in the RS, the Subscriber and the selected provider may sign the contract in Slovene and English, with the publication of the Slovenian version in the event of mismatch.
9. **In submitting a tender, the tenderer confirms that it has examined the procurement documents and that it fully agrees with the conditions and all requirements of the procurement documents.**

I. LEGAL BASIS FOR THE IMPLEMENTATION OF THE CONTRACT

1. Award of public supply contract is executed on the basis of the following Acts and Regulations:
 - Public Procurement Act /ZJN-3/ (Official Gazette of the Republic of Slovenia, No. 91/2015, 14/2018);
 - Integrity and Prevention of Corruption Act /ZIntPK/ (Official Gazette of the Republic of Slovenia, No. 69/2011-UPB2);
 - Legal Protection in Public Procurement Procedures Act /ZPVPJN/ (Official Gazette of the Republic of Slovenia, No. 43/2011, 60/2011-ZTP-D, 63/2013, 90/14 – ZDU-11 in 60/17);
 - General Administrative Procedure Act /ZUP-UPB2/ (Official Gazette of the Republic of Slovenia, No. 24/2006-UPB2, 105/2006-ZUS-1, 126/2007, 65/2008, 47/2009 Odl.US: U-I-54/06-32 (48/2009 popr.), 8/2010, 82/2013);
 - Contentious Civil Procedure Act /ZPP-UPB3/ (Official Gazette of the Republic of Slovenia, No. 26/1999, 83/2002 Skl.US: U-I-21/02-6, 96/2002, 12/2003-UPB1, 58/2003 Odl.US: U-I-255/99-28, 73/2003 Skl.US: U-I-137/00-21, 2/2004, 2/2004-ZDSS-1 (10/2004 popr.), 36/2004-UPB2, 69/2005 Odl.US: U-I-145/03-9, 90/2005 Odl.US: Up-258/03-14, U-I-74/05, 43/2006 Odl.US: U-I-55/04-10, Up-90/04-15, 69/2006 Odl.US: Up-236/04-16, U-I-314/06, 52/2007, 73/2007-UPB3, 101/2007 Odl.US: Up-679/06-66, U-I-20/07, 102/2007 Odl.US: Up-2089/06-31, U-I-106/07, 45/2008-ZArbit, 45/2008, 62/2008 Skl.US: U-I-275/06-7, Up-811/07-7, 111/2008 Odl.US: U-I-146/07-34, 116/2008 Skl.US: U-I-253/07-6, Up-2118/06-6, 121/2008 Skl.US: U-I-279/08-8, 47/2009 Odl.US: U-I-54/06-32 (48/2009 popr.), 57/2009 Odl.US: U-I-279/08-14, 12/2010 Odl.US: U-I-164/09-13, 49/2010 Odl.US: U-I-8/10-

- 10, 50/2010 Odl.US: U-I-200/09-14,107/2010 Odl.US: U-I-161/10-12, 43/2011, 58/2011 Odl.US: U-I-277/09-8, Up-1333/09-7, U-I 287/09-10, Up-1375/09-9, 75/2012 Odl.US: U-I-74/12-6 (76/2012 popr.);
- Directive 2014/24/EU of the European parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65–242; hereinafter: Directive 2014/24/EU);
 - Public Finance Act /ZJF/ (Official Gazette of the Republic of Slovenia, No. 79/1999, 124/2000, 79/2001, 30/2002, 56/2002-ZJU, 110/2002-ZDT-B, 127/2006-ZJZP, 14/2007-ZSPDPO, 109/2008, 49/2009, 38/2010-ZUKN, 107/2010, 11/2011-UPB4, 14/2013, 101/2013);
 - Health and Safety at Work Act /ZVZD-1/ (Official Gazette of the Republic of Slovenia, No. 43/2011);
 - Decree on financial collateral in public procurement (Official Gazette of the Republic of Slovenia, No. 27/16);
 - Obligations Code /OZ-UPB1/ (Official Gazette of the Republic of Slovenia, No. 97/2007-UPB1, 64/16 – odl. US in 20/18 – OROZ631);
 - Commission implementing regulation (EU) 2015/1986 of 11 November 2015 establishing standard forms for the publication of notices in the field of public procurement and repealing Implementing Regulation (EU) No 842/2011 (OJ L 296, 12.11.2015, p. 1–146)
 - Commission regulation (EC) No 1177/2009 of 30 November 2009 amending Directives 2004/17/EC, 2004/18/EC and 2009/81/EC of the European Parliament and of the Council in respect of their application thresholds for the procedures for the award of contracts (OJ L 314, 1.12.2009, p. 64–65)
 - Any changes to the said regulations, as well as all other laws and regulations governing public procurement and the subject-matter of the specific public procurement or related to them, and the areas of contractual relations and public finances.
2. In accordance with the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (Ul. EU L 347/320) and Guidance from the Managing Authority on the implementation of the technical support of the European Cohesion Policy Operational Program 2014-2020 the contractor must meet the requirements:
- on the labeling of operations, information and publicity in accordance with the instructions of the Managing Authority,
 - on keeping records of the operation and considering restrictions on changes to operation
 - on the availability of documentation of the operation to the intermediate body, the managing authority, the certifying authority, the audit authority and other supervisory authorities and the provision of an adequate audit trail
 - of the information on the consequences that would result from double funding of the operation, non-compliance with applicable legislation and instructions in all phases of the operation, or if the share of financing of the operation exceeds the maximum allowed level,
 - on keeping a separate accounting record for the operation and monitoring revenue from the operation,
 - on agreeing to the electronic or other publication of the name of the operation, the name of the beneficiary and the amount of public funds allocated to the operation.

II. TENDERER

1. A tenderer can be any economic operator that is a natural or legal person and meets the tender conditions for submission of the tender.
2. A tender can also be submitted by a consortium of tenderers.
3. **A tenderer can therefore be:**
 - **individual tenderer or**
 - **consortium of tenderers.**
4. In case of the consortium of tenderers they have to submit an appropriate act of joint execution of the contract (for example cooperation treaty). The act of joint execution of the contract must comprise of at least the following provisions:
 - mandate to the leading tenderer;
 - unrestricted solidarity obligations of all tenderers;
 - share of each Tenderer in % and the area of work;
 - arrangements for payments through the leading tenderer;
 - act of joint execution of the contract's time period and provisions in case of tenderer's withdrawal.
5. The absence of grounds for exclusion should be shown by the next economic operators:
 - individual tenderer or leading tenderer in case of consortium of tenderers,
 - all other tenderer in case of consortium of tenderers,
 - all subcontractors irrespective of the stage of execution of the contract in which they engage in the performance of the contract,
 - other entities in accordance with Article 81 of the ZJN-3, where economic operators use their capacity,
 - subcontractors of the main contractor's subcontractors or further down a subcontracting chain.

The selection criteria are fulfilled by the economic operators in accordance with the procurement documents.
6. In case the consortium of tenderers is chosen, the Contracting authority will sign the contract with the leading tenderer.

III. SUBCONTRACTING OF THE CONTRACT

1. A tender with subcontractors is a tender where, in addition to the tenderer as the main tenderer, other tenderers (hereinafter: subcontractors) act. In relation to the Contracting authority, the tenderer is fully responsible for the execution of the contract awarded, regardless of the number of subcontractors.
 2. The subcontractor is an economic operator that is a legal or natural person and which supplies goods or services or performs works that are directly linked to the subject-matter of the contract for the tenderer with which the Contracting authority has concluded a contract (first paragraph of Article 94 of ZJN-3).
 3. Where a tenderer intends to perform a contract by using subcontractors, it shall indicate in its tender the following:
 - all the subcontractors it intends to involve and the parts of the contract which it intends to subcontract;
 - contact details and legal representatives of the proposed subcontractors;
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- completed ESPDs in respect of these subcontractors in accordance with Article 79 of ZJN-3; and
 - submit a subcontractor's request for direct payment where the subcontractor so requires.
4. In the course of the performance of the contract, the main contractor shall notify the Contracting authority of any changes to information referred to in the preceding paragraph and shall, no later than five days of such a change, provide information with respect to any new subcontractors which it intends to subsequently involve in the works or services. Where the main contractor involves new subcontractors, the main contractor's notice shall be accompanied by the information and documents referred to in the second, third and fourth indents of the preceding paragraph.
 5. The Contracting authority shall reject any subcontractor in respect of which there are grounds for exclusion referred to in first, second and fourth paragraphs of Article 75 of ZJN-3, except in the case referred to in third paragraph of Article 75 of ZJN-3, and may also reject any subcontractor in respect of which there are grounds for exclusion referred to in sixth paragraph of Article 75 of ZJN-3. The Contracting authority may also reject the proposal for replacing a subcontractor or involving a new subcontractor where this might affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the Contracting authority in the procurement documents. The Contracting authority shall notify the main contractor of any rejection of a new subcontractor no later than 10 days of receipt of the proposal.
 6. Where direct payment is requested by a subcontractor in accordance with and in the manner set out in second and third paragraphs of this chapter, direct payment to such a subcontractor shall be deemed to be mandatory in accordance with ZJN-3 and this obligation shall be binding on the Contracting authority and the main contractor. Where the tenderer intends to perform a contract by using a subcontractor that requests direct payment in accordance with Article 94 of ZJN-3, the following shall be required:
 - the main contractor shall sign a contract authorising the Contracting authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor,
 - the subcontractor shall submit a consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the Contracting authority instead,
 - the main contractor's invoice or statement shall be accompanied by the subcontractor's invoices or interim certificates previously approved by the main contractor.
 7. After the tender/notification has been submitted, the request for direct payment is no longer possible.
 8. Where direct payment to a subcontractor will not be made, the Contracting authority shall require the main contractor to submit, no later than 60 days of the payment of the final invoice or interim certificate, its written statement and a written statement by the subcontractor that the subcontractor has received payment for the works performed or the services or products supplied that are directly linked to the subjectmatter of the contract.
 9. The same obligations apply for the subcontractors of the main contractor's subcontractors or further down a subcontracting chain.

IV. RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

1. With regard to criteria relating to economic and financial standing and to criteria relating to technical and professional ability, the tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. With regard to criteria relating to the educational and professional

qualifications of the service provider or contractor or those of the undertaking's managerial staff or criteria relating to relevant professional experience, economic operators may only rely on the capacities of other entities where the latter are to perform the works or services for which these capacities are required. Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that the necessary resources will be available to it, for example by delivering a commitment by those entities to that effect.

V. EXPLANATIONS OF THE PUBLIC PROCUREMENT DOCUMENTATION

1. The tenderer who wishes to receive any clarification regarding the procurement documentation for the award of the contract or the preparation of the tender must, **by 07th September 2020 at 11:00, submit a question to the public procurement portal:**

<http://www.enarocanje.si/>

VI. AMENDMENTS AND MODIFICATIONS TO THE PROCUREMENT DOCUMENTATION

1. The Contracting authority reserves the right to amend or modify the procurement documents on its own initiative or in response to a request for clarification from a potential tenderer.
2. Any change or amendment shall become part of the procurement documents and shall be communicated to tenderers through the public procurement portal.
3. The Contracting authority may, at its discretion or at the request of a potential tenderer, extend the deadline for the submission of tenders, and shall inform the prospective tenderer in the same manner as they were given the invitation to tender, and with the addendum to the procurement documentation.
4. In this case, all the rights and obligations of the Contracting authority and the tenderer regarding the date shall be transferred to a new date.

VII. TENDER VALIDITY

1. The tender validity deadline must be **ninety (90) days from the date set for submission of tenders** as stated in the Invitation to tender. Tender with shorter validity will be excluded.
2. **If, due to objective circumstances, no contract is signed within the validity period of the tender, the Contracting authority may ask the tenderer to extend the tender validity period for a specified number of days. Requests and replies regarding the extension of the tender must be in writing.** The tenderer may refuse such a request, but this excludes his tender.

VIII. DATA PROTECTION

1. The Contracting authority will not disclose information forwarded to it by an economic operator and designated by that economic operator as a trade secret as prescribed by the law governing companies. The Contracting authority will provide for the protection of information which is considered to be personal data or classified information in accordance with the provisions of the law governing the protection of personal data and classified information respectively.
2. The specification of the supplies, services or works tendered and the quantities indicated in the specification, the price per unit, the value of individual items and the total tender value, and all data that affected the tender classification under other criteria shall be public information.
3. Information which the tenderer will rightly designate as a business secret shall be used only for the purpose of the invitation to tender and shall not be accessible to anyone outside the circle of persons involved in the tendering procedure. This information will not be published at the opening of tenders, either further down the process or later. As a business secret, the tenderer may mark the documents for which it is so prescribed by the applicable regulations. Only those documents that have "business secret" in each tender sheet or for which it has been in accordance with Article 39 of the Companies Act (Official Gazette of the Republic of Slovenia, No. 65/09 - official consolidated text, 33/11, 91/11, 32/12, 57/12, 44/13 - dec. US, 82/13 and 55/15) issued and attached a special decision will be treated as business secret.
4. Information which represent a business secret must be marked by the tenderer already in the tender, subsequent marking is not possible.

IX. VARIANTS

1. **The Contracting authority shall consider only the tenders which complies with the tender variant. Other variants will not be considered by the Contracting authority.**

X. SUBMISSION OF TENDERS

1. Tenderers must submit their tenders to the e-JN information system at <https://ejn.gov.si/eJN2>, in accordance with point 3 of the Instructions for use of the information system for the use of e-JN tendering functionality: TENDERS (hereinafter: e-JN User's Guide), which is published at <https://ejn.gov.si/eJN2>.
2. Before submitting a tender, the tenderer must register at <https://ejn.gov.si/eJN2>, in accordance with the e-JN User's Guide. If the tenderer is already registered in the e-JN information system, it shall log in to the system at the same address.
3. The tenderer user who is authorized to submit tenders in the e-JN information system, submits the tender by clicking the "Submit tender" button. The e-JN information system records the identity of the user and the time when the tender is submitted when submitting tenders. By the act of submitting a tender, the user declares the will to submit a binding tender on behalf of the tenderer (Article 18 of the Obligation Code). The submission of a tender shall be binding on the time stated in the tender, unless it is withdrawn or modified by the tenderer's user before the deadline for the submission of tenders.
4. The tender is considered to be submitted on time if it is received by the Contracting authority via the e-JN information system <https://ejn.gov.si/eJN2> **no later than 17th September 2020**

by 11:00. A tender submitted is considered to be a tender, if it is marked as "SUBMITTED" in the e-JN information system.

5. Tenderers may alter or withdraw their tenders prior to the deadline for submission of tenders. If a tenderer withdraws his tender in the e-JN information system, it shall be considered that the tender has not been submitted and the Contracting authority will not see it in the e-JN information system either. If the tenderer changes his tender in the e-JN information system, the last submitted tender shall be opened to the Contracting authority in that system.
6. After the deadline for submission of tenders has expired, it will no longer be possible to submit a tender.
7. Access to the submission of an electronic offer in this procurement procedure is at the following link:

https://ejn.gov.si/ponudba/pages/aktualno/aktualno_javno_narocilo_podrobno.xhtml?zadevald=17504

8. In the event that the Subscriber receives the tender in writing, by post or by any other means, such an offer will not be returned to the consignor and such tenders will not be taken into account in the contract procedure.

XI. OPENING OF TENDERS

1. Tenders will be opened automatically in the e-JN information system on **17th September 2020** and will start at **11:01** at <https://ejn.gov.si/eJN2>.
2. Opening shall be carried out in such a way that the e-JN information system automatically at the time specified for the opening of tenders displays information on the tenderer, on the variants, if requested or permitted, and enables access to the .pdf document that the tenderer uploads to the e-JN system under the "Pro-forma Invoice" group.

XII. CONTRACT AWARD CRITERIA

1. The contract award criteria is the most advantageous tender for the subject of this contract, which shall be determined on the basis of the price or the tender value excluding value added tax.
2. The Contracting authority shall award contract after the evaluation commission for the opening and evaluation of tenders has verified that the following conditions are fulfilled:
 - a. the tender complies with the requirements and conditions set out in the contract notice and in the procurement documents and
 - b. the tender comes from a tenderer in respect of which no grounds for exclusion referred to in Article 75 of ZJN-3 apply and which meets the selection criteria and award criteria set out in the procurement documents.
3. Contracting authority may decide not to award a contract to the tenderer submitting the most economically advantageous tender, regardless of whether such exclusion was envisaged in the procurement documents in accordance with sixth paragraph of Article 75 of ZJN-3, where they have established at any time prior to the issue of the contract award decision that the tenderer concerned is in breach of environmental, social and labour law provisions, provided that three years have not elapsed since the date on which the breach was established.

XIII. ABNORMALLY LOW TENDERS

1. Where, for a given contract and in relation to the contract requirements, tenders appear to be abnormally low compared to market prices or there is doubt as to whether the performance of the contract is possible, the Contracting authority shall identify whether the tenders are indeed abnormally low and shall require tenderers to explain the price or costs proposed therein. The Contracting authority shall also verify whether a tender is abnormally low if the value of the tender is more than 50% lower than the average value of timely tenders received and more than 20% lower than the next-ranked tender, but only provided that at least four timely tenders have been received. Where, in a procurement procedure, the Contracting authority verifies the admissibility of all tenders, it shall, in accordance with the preceding sentence, also verify whether a tender is abnormally low compared to the admissible tenders.
2. Before rejecting an abnormally low tender, the Contracting authority shall require the tenderer in writing to provide details of and justification for the elements of the tender which it considers relevant to the execution of the contract or which have an impact on the ranking of the tenders received.
3. These details may relate in particular to:
 - a. the economics of the manufacturing process, of the services provided or of the construction method;
 - b. the technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
 - c. the originality of the work, supplies or services offered by the tenderer;
 - d. compliance with obligations referred to in second paragraph of Article 3 of ZJN-3;
 - e. compliance with subcontracting requirements;
 - f. the possibility of the tenderer obtaining state aid.
4. The Contracting authority shall assess the explanation provided by consulting the tenderer. It may only reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, taking into account the elements referred to in Point 3.
5. The Contracting authority shall reject a tender where it has established that it is abnormally low because it does not comply with applicable obligations referred to in second paragraph of Article 3 of ZJN-3.
6. Where a Contracting authority establishes that a tender is abnormally low because the tenderer has obtained state aid, the tender may be rejected on that basis alone only after consultation with the tenderer and where the latter is unable to prove, within a sufficient time limit fixed by the Contracting authority, that the aid in question was compatible with the internal market within the meaning of Article 107 of the TFEU. Where the Contracting authority rejects a tender in such circumstances, it shall inform the ministry responsible for public procurement and the European Commission thereof.

XIV. OBTAINING DATA

1. In accordance with eighth paragraph of the Article 79 of ZJN-3, the economic operators shall not be required to submit supporting documents or other documentary evidence where and insofar as the Contracting authority has the possibility of obtaining the certificates or other relevant information directly by accessing a national database in any Member State that is available free of charge, such as a national procurement register, an electronic register of companies, an electronic document storage system or a prequalification system. Economic operators shall not

be required to submit supporting documents where the Contracting authority, having awarded the contract, already possesses these documents and these documents are still valid and prove indications provided in the statement that no grounds for exclusion apply.

2. In accordance with ninth paragraph of the Article 77 of ZJN-3, the Contracting authority may verify the information which is maintained in official records and for which no evidence has been provided by the tenderer in a uniform information system, which represents a database containing data on tenderers and their tenders and which is kept by the ministry responsible for public procurement, instead of the official records.
3. Before awarding the contract, the Contracting authority can require the tenderer to whom it has decided to award the contract to submit all supporting documents in accordance with Article 77 of ZJN-3, which are not officially available in public records.
4. The Contracting authority reserves the right to request additional evidence for each of the conditions set, such as: copies of concluded contracts for reference transactions, information on reference transactions, subcontract...

XV. CORRECTIONS, AMMENDMENTS OR EXPLANATIONS OF TENDERS

1. Where information or documentation to be submitted by economic operators is or appears to be incomplete or erroneous, or where specific documents are missing, Contracting authority may request the economic operators concerned to submit the missing documents or to supplement, correct or clarify the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency. The Contracting authority shall require a tenderer to supplement, correct, amend or clarify its tender only where it cannot establish certain facts by itself. Submitting a missing document or supplementing, correcting or clarifying the relevant information or documentation may relate exclusively to elements of the tender the existence of which may be objectively verified before the expiry of the time limit fixed for the submission of requests to participate or tenders. The Contracting authority shall exclude an economic operator that fails to submit the missing documents or fails to supplement, correct or clarify the relevant information or documentation.
2. Except where correcting or supplementing a manifest error, provided that such correction or supplementation does not result in the submission of a new tender, the tenderer may not supplement or correct the following:
 - the price per unit, net of VAT, the value per item, net of VAT, the aggregate value of the tender, net of VAT, except where the aggregate value is changed in accordance with seventh paragraph of ZJN-3, or the tender in terms of criteria,
 - the part of the tender relating to technical specifications of the subject-matter of the contract,
 - those elements of the tender that affect or might affect the classification of the tender in relation to other tenders received by the Contracting authority during the procurement procedure.
3. Notwithstanding the preceding paragraph, only the Contracting authority, and subject to the tenderer's written consent, may correct calculation errors identified during the examination and evaluation of tenders. However, the quantity and price per unit, net of VAT, shall remain unchanged. Where the Contracting authority, during the examination and evaluation of tenders, finds that a calculation error has occurred due to an incorrect mathematical operation that was set in advance by the contracting authority, the Contracting authority, subject to the tenderer's written consent, may correct the calculation error by calculating the value of the tender using the correct mathematical operation and taking into account the prices per unit, net of VAT, and quantities proposed by the tenderer. Notwithstanding the preceding paragraph, the Contracting authority, subject to the tenderer's written consent, may correct an erroneous VAT rate.

XVI. CONTRACT AWARD NOTICE AND AND THE RIGHT TO APPEAL

1. Before awarding the contract, Contracting authority may verify the existence and content of data or other information indicated in the tender of the tenderer to which they have decided to award the contract.
2. Whenever the Contracting authority has reason to suspect that, in the procurement procedure, an economic operator has submitted false statements or a forged or altered document as genuine, the Contracting authority shall file a motion to the National Review Commission for Reviewing Public Procurement Procedures (hereinafter: the National Review Commission) to initiate a minor offence procedure referred to in point 5 of first paragraph or point 1 of second paragraph of Article 112 of ZJN-3.
3. A request for legal protection in public procurement procedures may be filed in respect of any action on the part of the Contracting authority in a public procurement procedure, unless otherwise provided by the law governing public procurement or Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/2011, 60/2011-ZTP-D, 63/2013, 90/14 – ZDU-11 in 60/17; hereinafter: ZPVPJN).
4. A request for a review must contain all the mandatory elements referred to in Article 15 of ZPVPJN. A request for a review shall be submitted to the Contracting authority. The deadlines for submitting a request for a review are set out in Article 25 of ZPVPJN.
5. The applicant must enclose the proof of payment of the fee with the request for a review. When the request for a review relates to the content of a notice, an invitation to tender or tender documents, the fee shall amount to EUR 2,000 if the contract is awarded under a low-value contract procedure.

The fee is paid by the applicant of the request for a review on the TRR: SI56 0110 0100 0358 802, opened with the Bank of Slovenia, Slovenska cesta 35, 1505 Ljubljana, Slovenia; SWIFT Code: BS LJ SI 2X, IBAN: SI56011001000358802, Reference: 11 16110 -7111290-xxxxx20, with x being the number of the publication on the public procurement portal.

6. The request for a review shall be submitted via the eRevizija portal.

XVII. RIGHTS OF THE CONTRACTING AUTHORITY

1. Contracting authority may suspend the contract award procedure at any time prior to the expiry of the time limit fixed for the submission of tenders.
2. After the expiry of the time limit fixed for the opening of tenders, the Contracting authority may reject all tenders at any stage of the procedure. Where the Contracting authority has rejected all tenders, it shall inform tenderers or candidates of the reasons for such a decision and whether it intends to initiate a new procedure.
3. Until the contract award decision becomes final, the Contracting authority, having determined the grounds for so doing, may change its decision on its own initiative and replace it with a new decision to address the identified illegality. The Contracting authority shall make a new decision in compliance with the provisions of Article 90 of ZJN-3. When a Contracting authority makes a new contract award decision, the time limit for exercising the right to legal protection shall run from the date of the service of the new decision.

XVIII. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

1. At the request of the contracting authority, the chosen tenderer shall provide, in the procurement procedure or in the performance of the contract, information on:
 - their founders, shareholders, including Silent partners, shareholders, commanders or other owners and information on the ownership of those persons,
 - economic operators, which, in the light of the provisions of the law governing companies, are deemed to be associated companies.

The selected provider must transmit the data to the subscriber within eight days of receipt of the request.

2. A contract shall be concluded as soon as the award decision is final.
3. When the successful tenderer signs the contract, he becomes the contractor and the contract enters into force.
4. If the tenderer does not sign and return the contract within 7 days of receiving the contract, the Contracting authority can conclude that the tenderer has withdrawn from the contract.

XIX. EXCLUSION GROUNDS AND SELECTION CRITERIA

EXCLUSION GROUNDS		
Contracting authority shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3 or is otherwise aware that there are any of the following grounds for exclusion for the tenderer:		
No.	Condition	Dokazilo
1	<p>If the economic operator or a person who is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein has been the subject of a conviction by a final judgment containing elements of the following criminal offences defined in the Criminal Code (Uradni listRS (The Official Gazette of the Republic of Slovenia No. 50/12 – official consolidated text and 54/15; hereinafter: the KZ-1): terrorism (Article 108 of the KZ-1); financing of terrorist activities (Article 109 of the KZ-1); incitement and public glorification of terrorist activities (Article 110 of the KZ-1); conscripting and training for terrorist activities (Article 111 of the KZ-1); enslavement (Article 112 of the KZ-1); trafficking in human beings (Article 113 of the KZ-1); acceptance of a bribe during an election or ballot (Article 157 of the KZ-1); violation of the fundamental rights of employees (Article 196 of the KZ-1); fraud (Article 211 of the KZ-1); unlawful restriction of competition (Article 225 of the KZ-1); causing bankruptcy by fraud or careless operations (Article 226 of the KZ-1); defrauding creditors (Article 227 of the KZ-1); business fraud (Article 228 of the KZ-1); fraud affecting the European Union (Article 229 of the KZ-1); loan and benefit fraud (Article 230 of the KZ-1); fraud in securities trading (Article 231 of the KZ-1); deception of purchasers (Article 232 of the KZ-1); unauthorised use of another's mark or model (Article 233 of the KZ-1); unauthorised use of another's patent or topography (Article 234 of the KZ-1); forgery or destruction of business documents (Article 235 of the KZ-1); disclosure and unauthorised acquisition of trade secrets (Article 236 of the KZ-1); information system abuse (Article 237 of the KZ-1); abuse of insider information (Article 238 of the KZ-1); abuse of a financial instruments market (Article 239 of the KZ-1); abuse of a position or trust in a business activity (Article 240 of the KZ-1); unauthorised acceptance of gifts (Article 241 of the KZ-1); unauthorised giving of gifts (Article 242 of the KZ-1); counterfeiting money (Article 243 of the KZ-1); fabrication and use of counterfeit stamps of value or securities (Article 244 of the KZ-1); money laundering (Article 245 of the KZ-1); abuse of non-cash means of payment (Article 246 of the KZ-1); use of counterfeit non-cash means of payment (Article 247 of the KZ-1); fabrication, acquisition and disposal of instruments of forgery (Article 248 of the KZ-1); tax evasion (Article 249 of the KZ-1); smuggling (Article 250 of the KZ-1); abuse of an official position or official rights (Article 257 of the KZ-1); causing damage to public funds (Article 257a of the KZ-1); disclosure of classified information (Article 260 of the KZ-1); acceptance of bribes (Article 261 of the KZ-1); giving bribes (Article 262 of the KZ-1); accepting benefits for illegal intermediation (Article 263 of the KZ-1); giving of gifts for illegal intermediation (Article 264 of the KZ-1); or criminal association (Article 294 of the KZ-1).</p>	<ul style="list-style-type: none"> Statement 3: STATEMENT THAT NO GROUNDS FOR EXCLUSION APPLY

EXCLUSION GROUNDS

Contracting authority shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3 or is otherwise aware that there are any of the following grounds for exclusion for the tenderer:

No.	Condition	Dokazilo
2	If the economic operator has not complied with its obligations relating to the payment of compulsory charges or other pecuniary non-tax liabilities under the law governing financial administration, collected by the tax authority in accordance with the regulations of the country in which it is established or with the regulations of the country of the contracting authority, where those unpaid overdue liabilities total EUR 50 or more as at the date of the submission of the tender or request. An economic operator shall also be considered not to comply with its obligations as referred to in the preceding sentence if, by the date of the submission of the tender or request, it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the date of the submission of the tender or request.	<ul style="list-style-type: none"> Statement 3: STATEMENT THAT NO GROUNDS FOR EXCLUSION APPLY
3	If the economic operator is excluded from contract award procedures on the date of the expiry of the time limit for the submission of tenders or requests due to its inclusion in the register of economic operators with negative references	<ul style="list-style-type: none"> Statement 3: STATEMENT THAT NO GROUNDS FOR EXCLUSION APPLY
4	If, in the last three years before the expiry of the deadline for the submission of tenders or applications, the competent authority of the Republic of Slovenia or of another Member State or of a third country establishes at least two violations by the contractor or its sub-contractor concerning remuneration for work, working hours, rest periods or performance of work under civil-law contracts despite the existence of elements of employment relationship, or concerning illegal employment for which the contractor or its sub-contractor have been fined for this offence by a final decision or by several final decisions.	<ul style="list-style-type: none"> Statement 3: STATEMENT THAT NO GROUNDS FOR EXCLUSION APPLY

CONDITIONS FOR COOPERATION – Technical and professional ability		
No.	Condition	Proof & criteria
4	That the tenderer has successfully completed at least one (1) supply of the climate chamber in the supply value at least EUR 150.000.00, excluding VAT, during the last three (3) years preceding the tender. The Subscriber reserves the right to check and request evidence (entries are verified directly from the reference subscriber).	<ul style="list-style-type: none"> Form 3: REFERENCE <p>as evidence at the verification stage of the Declaration, the contracting authority may request certificates of good work issued by the reference Subscriber, the supply account or other appropriate proof</p> <p>The satisfaction of the condition shall be determined as an assembly of the conditions of each tenderer or principal contractor and subcontractors, with all tenderers or the principal contractor and subcontractors together to meet 100%</p>

XX. CONTENTS OF THE TENDER DOCUMENTATION

The offer must be drawn up in accordance with these instructions. It is desirable to submit all the required information in the form and order as required.

The offer shall be drawn up in such a way that the tenderer enters the required information in forms which form part of the procurement documents or individual parts thereof.

The tender shall be drafted in such a way that the tenderer enters the required information in the forms which are an integral part of the procurement documentation or individual parts thereof. After entering the data and documents, the data and documentation are stored in the system and submitted by the tenderer with choosing and pressing the button »Submit tender«

Documents that are uploaded to the "Other Attachments" group can (if a signature is required) be signed physically and scanned as a *.pdf document or other format that allows you to save the scanned document (e.g. *.tif, *.jpg), however, they can be signed electronically and uploaded as a *.pdf document.

Documents that must be signed by other natural or legal persons, such as the legal representative of the lead tenderer, should be stamped and signed with a plain signature, scanned and submitted in *.pdf format.

The tender must be made on the forms from the attachments to the procurement documentation or on the content and format of the same forms prepared by the tenderer. The tenderer must submit the statements without additional conditions.

The tender may not contain any changes or additions that do not conform to the procurement documents.

The tender must cover all the tendered works.

1. Pro-forma invoice, tender price and payment terms

The tenderer uploads a completed "Pro-forma invoice" form in the *.pdf file in the "Proforma invoice" group in the e-JN information system, which will be accessible at the public opening of tenders.

The tender prices must be expressed in euros (EUR) and must include all costs, taxes and any discounts so that no other costs related to the subject matter of the contract are charged to the Contracting authority.

If the tenderer offers a discount, he must include it in the final tender price.

The tenderer must offer only those materials and devices whose quality is in accordance with the legislation in force in the Republic of Slovenia, standards and must have appropriate certificates.

2. Form 1: Tender form

Form 1 must be completed and signed by the tenderer or in the case of a consortium of tenderers a leading tenderer.

3. Act of joint execution of the contract

In case the consortium of tenderers they have to submit an appropriate act of joint execution of the contract (for example cooperation treaty). The act of joint execution of the contract must comprise of at least the following provisions:

- mandate to the leading tenderer;
- unrestricted solidarity obligations of all tenderers;
- share of each tenderer in % and the area of work;
- arrangements for payments through the leading tenderer;
- act of joint execution of the contract's time period and
- provisions in case of tenderer's withdrawal.

In case the tender is not submitted by a consortium of tenderers, the act on joint execution of the contract need not be attached.

4. Form 2: Authorisation

Where the tender documents are not signed by the legal representative of the individual tenderer or in the case of a consortium of tenderers of the lead tenderer and/or other tenderers, Form 2 must be submitted and must be completed and signed by the legal representative and the person authorized to sign the tender of the individual tenderer or in the case of a consortium lead tenderer and/or other tenderers.

In case the tender documents are signed by the legal representative of the individual tenderer or in the case of a consortium of tenderers of the lead tenderer and/or other tenderers, Form 2 does not have to be submitted!

5. Form 3: Reference

Form 3 must be completed and signed by the tenderer.

6. Statement 1: Tenderer's statement

Statement 1 must be completed and signed by the tenderer or in the case of a consortium of tenderers a leading tenderer and all other tenderers.

7. Statement 2: Subcontractor's statement

Statement 2 must be completed and signed by all subcontractors.

8. Statement 3: Statement that no grounds for exclusion apply

Statement 3 must be completed and signed by the tenderer or in the case of a consortium of tenderers a leading tenderer and all other tenderers and all subcontractors.

9. Statement 4: Statement of participation of natural and real persons in the ownership of the tenderer/subcontractor

Statement 4 must be completed and signed by the tenderer or in the case of a consortium of tenderers a leading tenderer and all other tenderers and subcontractors.

10. Other optional annexes

The tenderer can include other optional annexes in the tender.

2 TECHNICAL SPECIFICATIONS

I. General

The scope of the required works can be seen in the pro-forma invoice and technical specifications, which are an integral part of the procurement documents.

The tender must cover the entire supply.

II. Technical Specifications

The Technical Specifications of the equipment are derived from the "1-1 Tehnične specifikacije_Klimatska komora" document

III. Tender price

The prices must be expressed in euros and must include all the elements of which they are composed (tendered services, possible excise duties, fees, transport, insurance, assembly, delivery, installation, transport franco customer address, distribution, delivery, small and binding material, etc.) and any discounts so that the Contracting authority can not be charged for any other costs related to the subject of the contract.

For the supply of goods is taken into account the Incoterms 2010 DDP clause, to the title ZRC SAZU Inštitut za raziskovanje krasa, Titov trg 2, 6230 Postojna.

IV. Payment terms

Payments are made based on the invoice issued. The E-invoice must be accompanied by a takeover record. If the Supplier is not established in the Republic of Slovenia, he can send the invoice in a printed form together with the equipment by post to which the takeover record will be attached.

The payment deadline is up to 30 days from the date of receipt of the invoice.

The Supplier accounts in E-invoice via the UJPnet Web portal. As an official receipt of an invoice, the date of account entry in the UJPnet system is counted. A supplier who is not established in the Republic of Slovenia shall place an account in physical form and transmit it to the contracting authority.

3 CONTRACT

Contract No.: _____

for the PURCHASE OF CLIMATE CHAMBER for the project needs »DEVELOPMENT of RESEARCH INFRASTRUCTURE for the INTERNATIONAL COMPETITIVENESS of SLOVENIAN RRI-RI-SI-LIFEWATCH«

entered into by:

CONTRACTING AUTHORITY: Znanstvenoraziskovalni center Slovenske akademije znanosti in umetnosti, Novi trg 2, 1000 Ljubljana, Slovenia, represented by Director prof. dr. Oto Luthar

Registration number: 5105498000

Tax ID number: SI 38048183

Current account: SI56 0110 0603 0347 346, open with Banka Slovenije, Ljubljana

and

PROVIDER: _____, represented by _____

Registration number:

Tax ID number:

Current account:

I INTRODUCTORY PROVISIONS

Article 1

The Contracting Authority and Provider hereby establish that:

- Provider has been selected based on the public procurement announced on the Public Procurement Portal under the No. _____;
- The Contracting Authority has issued a decision on awarding the public contract No. _____ to Provider in the public contract award procedure.

II SUBJECT OF THE CONTRACT

Article 2

The subject of this Contract shall be the PURCHASE OF CLIMATE CHAMBER for the project needs »DEVELOPMENT of RESEARCH INFRASTRUCTURE for the INTERNATIONAL COMPETITIVENESS of SLOVENIAN RRI-RI-SI-LIFEWATCH«.

Article 3

Provider shall supply the goods in accordance with and in the scope specified in the following documents:

- Tender No. _____;
- Contracting Authority's documents relating to the awarding of the public contract of _____, including all amendments and annexes.

The aforementioned documents shall form an annex to and integral part of this Contract.

Article 4

Provider undertakes to supply the subject of this Contract referred to in Article 2 in a packaging that fully protects the goods from mechanical, chemical and other damage during transport. The equipment is also included in the price and the implementation of the basic diagnostics of equipment operation.

Article 5

Provider shall not make additional purchases which are not defined in this Contract without a prior written consent from the Contracting Authority.

For additional purchases or replacement purchases, should they prove necessary after the conclusion of this Contract, the Contracting Authority may place an order with the Provider of the basic order, complying with the provisions of the applicable law.

In this case, an addendum to the basic contract or a new contract shall be concluded with Provider.

III CONTRACT PRICE

Article 6

The contract value has been agreed based on the Provider's tender and amounts to:

Value exclusive of Value Added Tax (VAT): €_____

Value Added Tax (VAT): €_____

Contract value inclusive of Value Added Tax (VAT): €_____

The contract price includes all costs and discounts and cannot be increased on any grounds, except for statutory reasons. Potential price rises occurring before the expiry of the contractual deadline for completion or handover are included in the contract price and shall have no bearing on it.

The funds for the performance of the contract have been provided under the project "DEVELOPMENT OF RESEARCH INFRASTRUCTURE FOR THE INTERNATIONAL COMPETITIVENESS OF THE SLOVENIAN RRI SPACE – RI-SI-LIFEWATCH".

The operation is co-financed by the Republic of Slovenia, the Ministry of Education, Science and Sport and the European Union from the European Regional Development Fund. This operation is being implemented within the framework of the Operational Programme for the Implementation of the European Cohesion Policy 2014-2020, under Priority Axis 1: "International competitiveness of research, innovation and technological development in line with smart specialization for greater competitiveness and greening of the economy"; Priority Investment 1.1: "Strengthening infrastructure for research and innovation and the capacity to develop excellence in this area, as well as to promote competent centers, especially those of European importance"; Specific Objective 1.1.1: "Effective use of research infrastructure and development of knowledge/competences for better national and international cooperation in the Knowledge Triangle".

Article 7

The deadline for payment shall be within thirty (30) days after receiving a correctly issued invoice. A signed handover record or delivery note shall form an annex to the invoice.

The Contracting Authority undertakes to pay the contract price for the correct and timely supply of goods pursuant to this Contract.

Article 8

Provider shall issue an invoice to the Contracting Authority after a successful delivery of the equipment. In the case of a split delivery, a separate invoice shall be issued for each delivery. If the installation and/or diagnostics of the equipment are also required, Provider shall issue an invoice to the Contracting Authority after delivering and installing the equipment and/or performing the diagnostics.

Provider shall issue an invoice in electronic form (eRačun) via the web portal UJPnet. The invoice shall be deemed officially received on the date that the invoice was entered in the UJPnet system. A Provider not based in the Republic of Slovenia shall issue a paper invoice.

If the Contracting Authority does not reject the invoice within eight (8) working days after its receipt, the invoice shall be considered approved.

The Contracting Authority shall pay a correctly issued and approved invoice by bank transfer into the Provider's current account stated on said invoice.

The deadline for payment shall start to run from the day following the official receipt of the invoice. The day of payment or of fulfilment of the Contracting Authority's obligations shall be the day when the Contracting Authority delivers a payment order to the organization with which it has an open account.

IV DELIVERY DEADLINE and EQUIPMENT HANDOVER

Article 9

Provider undertakes to deliver the equipment with all its components, as stated in the technical specifications, within one hundred and twenty (120) days after signing the Contract.

On delivery, Provider and the Contracting Authority shall perform a handover of the equipment and compile a written record, or Provider shall issue a delivery note.

The delivery of the goods shall be governed by the Incoterms 2010 DDP clause at the seat of the Contracting Authority's branch: Inštitut za raziskovanje krasa ZRC SAZU, Titov trg 2, 6230 Postojna, Slovenia.

On handing over the equipment, Provider shall submit the following to the Contracting Authority:

- A properly filled-in delivery note;
- Technical documentation in the Slovenian or English language, which must contain technical information and a description of the equipment's operation, and may be submitted in paper or electronic form;
- Proof that the equipment is brand new;
- Licenses, documentation and media for the software if one is required;
- Other related documentation not explicitly mentioned by the Contracting Authority but which is a mandatory part of the equipment.

Provider shall submit the above-mentioned documentation, catalogues and specifications to the Contracting Authority in the Slovenian or English language.

Provider shall install the supplied equipment, if installation is required, at the Contracting Authority's location.

Installation of the equipment shall be performed on delivery or after delivery on a working day within a deadline subsequently arranged with the Contracting Authority.

During the installation of the equipment Provider shall also run hardware diagnostics to check its operation, if required.

Exceptionally, in the event that for objective reasons Provider is unable to deliver a specific piece of equipment from the tender pro forma invoice, it shall submit new, replacement equipment to the Contracting Authority for approval, which must meet the technical requirements in the tender dossier. Provider shall also submit to the Contracting Authority a statement of reasons for replacing the equipment and all the required documentation, which should clearly show that the equipment meets the requirements from the tender dossier of the public contract in question. The prices of the replacement equipment shall be the same as those of the initially offered equipment, while the replacement equipment itself may be of same or higher quality.

The Contracting Authority shall only accept equipment that has been tested according to the manufacturer's instructions after manufacture. Potential modifications of the equipment can be performed by Provider only with consent from the Contracting Authority.

Should Provider fail to fulfil its obligations within the contractual deadline, Provider shall be liable to the Contracting Authority for all direct and indirect damages caused by the delay.

Any equipment found to deviate in any way from the statements in the tender or bid documents or not to comply with the provisions of this Contract and the specifications shall be rejected, causing a delay in the Provider's provision of services. The same shall apply if non-compliance is determined for any document enclosed with the equipment. The rejection shall be marked on the handover document. Provider shall be obligated to notify the Contracting Authority's Contract Administrator of the equipment delivery and installation date at least four (4) working days before delivering the equipment, otherwise the Contracting Authority shall not be obligated to accept the equipment.

V PROVIDER'S OBLIGATIONS AND GUARANTEES

Article 10

Provider undertakes to:

- Perform all deliveries covered by this Contract diligently and in accordance with the rules of the profession, complying with the provisions and components of this Contract and applicable regulations, making sure that the delivery is performed economically in accordance with the provisions of this Contract and potential additional agreements between the Contracting Parties;
- Perform the delivery within the contractual deadlines;
- Fulfil all requirements in addition to delivery in accordance with the tender dossier, the provisions of this Contract and potential additional agreements between the Contracting Parties;
- Submit to the Contracting Authority, upon prior request, additional information regarding the progress of delivery or of the performance of Provider's other obligations;
- Warn the Contracting Authority on time of potential barriers to the delivery or to the performance of Provider's other obligations;
- Protect the Contracting Authority's interests.

To the Contracting Authority, Provider guarantees that:

- The supplied equipment functions flawlessly and is free of defects;
- The supplied equipment is brand new;
- It is free of legal errors;
- The equipment fully complies with all the technical descriptions, characteristics and specifications provided in the bid documents, which form an annex to this Contract;
- The Contracting Authority shall acquire all the rights to the equipment and that Provider shall flawlessly fulfil all equipment-related obligations.

Provider's guarantee against latent defects in the equipment shall be valid for one hundred and eighty (180) days after the handover of the goods. Should the aforementioned deviations or defects appear in any piece of the supplied equipment within this deadline, the Contracting Authority may terminate this Contract in whole or in part. The Contracting Authority may likewise terminate this Contract in whole if Provider has been falling behind on delivery (either partially or fully) for more than ten (10) days.

In the event of a termination of this Contract, the Contracting Authority shall notify Provider in writing, stating the location and time of the handover of the equipment already delivered and the set deadline for the reimbursement of the purchase price.

Article 11

For the equipment covered by this Contract, Provider offers a three (3) year warranty for flawless technical operation according to the standard of the equipment's manufacturer. The warranty period shall start to run from the day of signing the handover record or of issuing a delivery note if no handover record has been prepared.

If the equipment has been replaced or has undergone major repairs during the warranty period, the warranty period shall start to run afresh and Provider shall be obligated to submit a new warranty certificate to the Contracting Authority.

Provider shall allow the Contracting Authority to make adjustments to the equipment for the purpose of upgrading it.

VI EQUIPMENT REPAIR

Article 12

Provider undertakes to continuously provide repairs of defects and technical errors in the supplied equipment resulting from normal use throughout the warranty period, as a rule, at the location in which the equipment has been installed.

Within the warranty period, Provider shall be obligated to eliminate all detected errors and defects that constitute a difference between the actual operation of the equipment and the requirements in the documentation pertaining to the awarding of the public contract and the technical specifications, or a difference in the level of quality ensured by Provider in the bid documentation at its own expense, including the costs of transportation from and to the Contracting Authority's location.

Reporting an error or defect in the equipment shall be made possible 24/7 via the Provider's e-mail or telephone number. The Provider's response time shall be a maximum of five (5) working days after the error has been reported. The deadline for eliminating the error shall be within three (3) months after the Provider has taken action, including the transport of equipment to the Contracting Authority.

The notification period includes the day when the notice reached the Provider by telephone or e-mail, provided that it was submitted by the Contracting Authority or end user and that it contains the minimum amount of information needed to identify the goods.

Should Provider fail to eliminate the error within the given deadline, Provider shall be obligated to provide the Contracting Authority with matching or better replacement equipment. In the event that an error is not eliminated within a mutually extended deadline or if the same error occurs at least three times on the same piece of equipment, Provider undertakes to replace the equipment in question with new equipment of equal or higher quality. Each time an error is eliminated, Provider must test the equipment again.

Provider shall bear all transport and other costs incurred when eliminating an error within the warranty period.

Article 13

In the event of repairs, the Contracting Authority shall enable the Provider unrestricted access to the equipment. Exceptionally, repairs shall be conducted at the Provider's head office or at another base of operations with prior consent from the Contracting Authority's responsible officer.

Provider shall bear all transport and other costs incurred when performing warranty repairs.

VII CONTRACTUAL PENALTY

Article 14

In the event that Provider fails to meet the agreed deadlines for the performance of services through fault of its own, the Contracting Authority shall be entitled to demand the payment of a contractual penalty amounting to 1% of the total contract value inclusive of VAT for each day of delay, but no more than 10% of the total contract value.

The contractual penalty shall be charged with the payment for the supplied goods.

Should the Contracting Authority incur damages which exceed the value of the contractual penalty because of the Provider's delay, the Contracting Authority shall be entitled to a reimbursement of all damages exceeding the amount of the contractual penalty. The Contracting Authority shall claim the reimbursement of damages incurred in compliance with the general principles of liability for damages, independent of the enforcement of a contractual penalty.

XIII CONTRACT ADMINISTRATORS

Article 15

The Contract Administrator appointed by the Contracting Authority is _____.

The Contracting Authority's representative has been authorized to represent the Contracting Authority in all matters pertaining to the supply agreed under this Contract.

The Provider's authorized representative is _____

The Provider's authorized representative has been authorized to represent the Provider in all matters pertaining to the supply agreed under this Contract.

IX FORCE MAJEURE

Article 16

Force majeure shall mean any event that the Contracting Party could not have foreseen, avoided or prevented on the day of the conclusion of this Contract despite exercising due diligence, provided that the event is external to its business operations and the Party was not obligated to consider it.

The Contracting Party on whose part the force majeure event has arisen shall be obligated to notify the other Party in writing of the emergence and cessation of a force majeure event; moreover, the Party shall submit credible evidence of the existence and duration of a force majeure event within two (2) days of the emergence or cessation of the force majeure event.

After the force majeure event ends, the Contracting Parties shall determine in writing potential changes to the obligations under this Contract, based on which they shall conclude a suitable annex to this Contract. If an agreement cannot be reached, the Party that did not experience a force majeure event is entitled to withdraw from the Contract with a written notice to the other Party. The Parties shall settle all the mutual obligations incurred by that time.

X WITHDRAWAL FROM THE CONTRACT

Article 17

In the event of a suspension of services or a termination of the Contract through the fault of one of the Contracting Parties, the costs incurred shall be borne by the Contracting Party that caused the suspension of services or the termination of the Contract.

The Contracting Authority may withdraw from the Contract at any time without any repercussions for the Contracting Authority if:

- Provider finds itself in a financial situation that prevents it from fulfilling the contractual obligations;

- Provider is falling behind on delivery (the performance of services) by more than ten (10) days;
- Through fault of its own, Provider does not achieve the contractually agreed quality and standards, and is still unable to achieve them within the subsequently agreed deadline set by the Contracting Authority;
- Provider does not fulfil the contractual obligations in the manner set forth in the public contract.

Throughout the validity of the public contract, the Contracting Authority may, regardless of the provisions of the act governing contractual obligations, withdraw from the Contract under the following circumstances:

- The public contract has been changed significantly, which requires a new public procurement procedure;
- During the public contract award procedure, the Provider's position was such that the Contracting Authority should have excluded it from the public procurement procedure; however, the Contracting Authority was not aware of that fact during the public procurement procedure;
- Due to a major breach of obligations under TEU, TFEU and the aforementioned act, as determined by the Court of Justice of the European Union in a proceeding in accordance with Article 258 of the TFEU, the public contract should never have been awarded to the Provider.

Withdrawal from the Contract shall take effect on the day when Provider receives a written notice of withdrawal from the Contracting Authority.

Should Provider withdraw from the Contract or an order after concluding the Contract or confirming the order, thus failing to fulfil the contractual obligations for reasons on its part, the contractual penalty clause in this Contract shall also apply to the non-delivery of goods.

XI RESOLUTORY CONDITION

Article 18

This Contract has been concluded under a resolutive condition, which shall be satisfied if the Contracting Authority becomes aware (1) that the competent court, by way of a final decision, has established that Provider or its subcontractor is in breach of labour, environmental or social law provisions laid down in European Union law, in the regulations in force in the Republic of Slovenia, in collective agreements, or in the regulations of international labour, environmental and social law; or (2) that the competent state authority established at least two violations by Provider or its subcontractor concerning remuneration for work, working hours, rests or performance of work under civil-law contracts during the execution of the Contract, despite the existence of elements of an employment relationship, or concerning illegal employment for which offence Provider or its subcontractor have been fined.

The resolutive condition shall be satisfied when at least six (6) months have passed between the date of taking notice of the violation and the expiry date of the Contract and, if the Contract involves a subcontractor, also when a violation by the subcontractor is established and Provider fails to substitute or replace the subcontractor within thirty (30) days of the date of taking notice of the violation. In the event that a resolutive condition is satisfied, the Contract shall be deemed to be terminated on the date of the conclusion of a new public procurement contract. The Contracting Authority shall initiate a new public contract award procedure immediately, but no later than thirty (30) days of the date of taking notice of the violation. If the Contracting Authority fails to initiate a new public contract award procedure within the specified deadline, the Contract shall be deemed to be terminated on the thirtieth (30th) day after the date of taking notice of the violation.

XII AUDIT TRAIL

Article 19

All documentation relating to the performance of the subject of the Contract shall be kept in a way that provides an audit trail of the supply of goods.

Provider shall be obligated to keep all documentation relating to the performance of the subject of the Contract in accordance with the applicable law or at least for the period specified by the Contracting Authority, after having fulfilled the contractual obligations, for the needs of subsequent verifications. Delivery documentation shall be the basis for monitoring and supervising the performance of the delivery.

Provider undertakes to provide access to the entire delivery documentation to the ministry, the managing authority, the certifying authority, the audit authority and other supervisory authorities involved in the implementation, management, supervision or audit of the public call for tenders and to their representatives, even after having fulfilled the contractual obligations or after the expiry of the supply contract.

The audit trail shall enable a presentation of the timeline of all events relating to the performance of an individual supply activity, and of business transactions kept in bookkeeping and other records. An audit trail is a collection of all the information needed to present a chronological record of the more important events or activities related to the stored data and information and to systems for collecting, processing and archiving data.

The information contained in the audit trail must prove the indisputability of the stored information. The creation and storage of this information must ensure its indisputability and usability throughout the storage of information.

XV ANTI-CORRUPTION CLAUSE

Article 20

In the event that for the conclusion of this Contract anyone acting in the name of or for the benefit of the other Party has offered, promised or awarded any undue advantage to a representative or agent of a public sector body or organisation for:

- acquiring a business transaction; or
- concluding a transaction under more favourable conditions; or

- omission of due supervision over the performance of contractual obligations; or
- any other action or omission incurring damage to any public sector body or organisation, or allowing undue benefits to any representative of a public sector body, intermediary or organisation, to the other Party or to its representative, agent or intermediary,

this Contract shall be deemed null and void.

XIV DISPUTE RESOLUTION

Article 21

In case of any dispute relating to the performance of this Contract, the Contracting Parties shall seek a consensual solution. If such solution is not found, each Contracting Party may initiate dispute proceedings before a competent court in the region of the seat of the Contracting Authority.

XV FINAL PROVISIONS

Article 22

The Contract may be changed or amended with a written annex agreed upon and signed by both Parties. If any provision of this Contract is held to be invalid, illegal or unenforceable, or should later become so, the remaining provisions of this Contract shall not in any way be affected. An invalid provision shall be replaced with a valid provision that fulfils the intent of the provision rendered invalid as closely as possible.

Article 23

This Contract has been drawn up and signed in four (4) identical copies, of which each Contracting Party shall receive two (2) copies.

In the case of discrepancy, the Slovenian text shall prevail.

In _____, on _____

In _____, on _____

Provider:

Contracting Authority:

**Znanstvenoraziskovalni center
Slovenske akademije znanosti in umetnosti**

prof. dr. Oto Luthar, director
