



ZAVOD ZA
GRADENIŠTVO
SLOVENIJE

SLOVENIAN
NATIONAL BUILDING
AND CIVIL ENGINEERING
INSTITUTE



REPUBLIKA SLOVENIJA
MINISTRSTVO ZA IZOBRAŽEVANJE,
ZNANOST IN ŠPORT



EVROPSKA UNIJA
EVROPSKI SKLAD ZA
REGIONALNI RAZVOJ
NALOŽBA V VAŠO PRIHODNOST

Št. / No.: ZAG-2/2021

Datum / Date: 18. 3. 2021

POPRAVEK RAZPISNE DOKUMENTACIJE / CORRECTION OF TENDER DOCUMENTATION:

Dobava sklopa naprav za določanje dinamike gorenja oziroma za požarne preskuse v velikem merilu /

Supply of a set of devices for determining the dynamics of combustion or for large-scale fire tests

Zaporedna številka / Doc. No.: ZAG-2/2021

Vrsta postopka / Type of public procurement process: odprti postopek skladno s 40. členom ZJN-3 / Open procedure in accordance with Article 40 of the Public Procurement Act (hereinafter: ZJN-3)

Popravki so označeni z rdečo pisavo / Correction are marked in red.

Operacijo delno financira Evropska unija, in sicer iz Evropskega sklada za regionalni razvoj. Operacija se izvaja v okviru Operativnega programa za izvajanje kohezijske politike v programskem obdobju 2014-2020. / The operation is partially financed by the European Union from the European Regional Development Fund. The operation is carried out in the framework of the Operational Program for the Implementation of the European Cohesion Policy 2014-2020.

Povabilo k oddaji ponudbe / Invitation to Tender

OSNOVNI PODATKI O NAROČILU / Basic tender information

Predmet javnega naročila je dobava sklopa naprav za določanje dinamike gorenja oziroma za požarne preskuse v velikem merilu.

Predmet naročila vključuje:

- dobavo in montažo sklopa naprav za določanje dinamike gorenja oziroma za požarne preskuse v velikem merilu (brez merilne opreme), in sicer za:
 - kotni sobni preskus (Room-corner test) po ISO 9705
 - fasadno preskuševališče (ventilacijski del odprtega kalorimetra po ISO 24473) oziroma odprti kalorimeter nominalne moči 10 MW
- dobavo in montažo merilne opreme, skladne z ISO 9705-1:2016 in ISO 24473:2008, za analizo koncentracije kisika O₂, ogljikovega dioksida CO₂ in ogljikovega monoksida CO ter meritve pretoka plinov, temperature in optične gostote plinov, in dobavo in montažo merilnega sistema za vzorčenje, transport in analizo dimnih plinov, skladno z zahtevami ISO 19702:2015 (FTIR).

Podrobneje je predmet naročila opredeljen v prilogi z naslovom Tehnične specifikacije.

(The subject of the public procurement is the supply of a set of devices for determining the dynamics of combustion or for large-scale fire tests.

The subject of the contract includes:

- *Supply and installation of a set of devices for determining the dynamics of combustion or for large-scale fire tests (without measuring equipment), namely for:*
 - *Room-corner test according to ISO 9705*
 - *facade test room (ventilation part of the open calorimeter according to ISO 24473) or an open calorimeter with a nominal power of 10 MW*
- *Supply and installation of measuring equipment in accordance with ISO 9705-1: 2016 and ISO 24473: 2008 for the analysis of oxygen concentration O₂, carbon dioxide CO₂ and carbon monoxide CO and measurements of gas flow, temperature and optical gas density, and supply and installation of a measuring system for sampling, transport and analysis of flue gases, in accordance with the requirements of ISO 19702: 2015 (FTIR).*

The subject of the contract is defined in more details in the attachment Technical specifications.)

Na podlagi Zakona o javnem naročanju (ZJN-3, Uradni list RS, št. 91/2015 in 14/18), ZAVOD ZA GRADBENIŠTVO SLOVENIJE, DIMIČEVA ULICA 12, 1000 LJUBLJANA (v nadaljevanju: naročnik), vabi zainteresirane ponudnike, da predložijo svojo pisno ponudbo v skladu s to razpisno dokumentacijo in sodelujejo v postopku oddaje javnega naročila. / (Pursuant to the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 and 14/18; hereinafter: ZJN-3) Contracting Authority SLOVENIAN NATIONAL BUILDING AND CIVIL ENGINEERING INSTITUTE, Dimičeva ulica 12, 1000 Ljubljana (hereinafter: the Contracting Authority) hereby invites tenderers, in accordance with these procurement documents, to submit a tender.)

Investicija se izvaja kot del projekta »Center odličnosti za raziskave in inovacije na področju obnovljivih materialov in zdravega bivanjskega okolja«. Operacijo delno financira Evropska unija iz Evropskega sklada za regionalni razvoj ter Republika Slovenija, Ministrstvo za izobraževanje, znanost in šport. Operacija se izvaja v okviru Prednostne osi 1: »Mednarodna konkurenčnost raziskav, inovacij in tehnološkega razvoja v skladu s pametno specializacijo za večjo konkurenčnost in ozelenitev gospodarstva« Prednostna naložba 1.1 »Krepitev infrastrukture za raziskave in inovacije ter zmogljivosti za razvoj odličnosti na tem področju, pa tudi spodbujanje pristojnih centrov, zlasti takšnih, ki so evropskega pomena« v okviru Operativnega programa za izvajanje evropske kohezijske politike 2014-2020. Za operativno izvajanje projekta je financiranje potrdila Evropska komisija v okvirnem programu za raziskave in razvoj iz Obzorja 2020, inštrument »Teaming«. / (The operation is partially co-financed by the European Union from the European Regional Development Fund and the Ministry of Education, Science and Sport. The operation is carried out under Priority Axis 1: "International Competitiveness of Research, Innovation and Technological Development in accordance with the Smart Specialization for Greater Competitiveness and Greening of the Economy" Priority Investment 1.1 "Strengthening the infrastructure for research and innovation and capacity to develop excellence in this field, including the promotion of competent centers, in particular those of European interest" in the framework of the Operational Program for the Implementation of the European Cohesion Policy 2014-2020. The operation is also funded by the Horizon 2020 Framework Programme of the European Union; H2020 WIDESPREAD-1-2014 Teaming.)

Delitev naročila na sklope: naročilo se oddaja celovito. / (The public contract is not divided into lots.)

Skrbno preverite, da ste prejeli celotno razpisno dokumentacijo in da ste na ta način seznanjeni z vsemi zahtevami naročnika. / (Carefully check that you have received the complete procurement documentation and that you are in this way familiar with all the requirements of the Contracting Authority.)

Naročnik je predvidel, da se bo javno naročilo izvedlo skladno z načrtovanim terminskim načrtom / (The Contracting Authority has envisaged that the public procurement will be carried out in accordance with the next planned schedule):

Stadij postopka / The stage of the procedure	Datumi / Dates
Rok za postavitev vprašanj / Deadline for Questions	do 12.03.2021 do 10:00 till 10:00 a.m. on March 12, 2021
Rok za predložitev ponudb / Deadline for submitting the tenders	do 31.03.2021 do 10:00 via application e-JN till 10:00 a.m., on March 31, 2021
Odpiranje ponudb / Public opening of tenders	31.03.2021 ob 10:01 via application e-JN on March 31, 2021 at 10:01 a.m.

KONTAKTNA OSEBA / Contact person

Kontaktna oseba / Contact person: ga. Klavdija Beton, mag. prav.

E-poštni naslov / e-mail: klavdija.beton@zag.si

Telefonska št. / Tel. No.: +386 30 706 095

Kontaktna oseba je navedena zgolj za primere tehničnih težav v zvezi s pridobivanjem razpisne dokumentacije ali uporabo razpisne dokumentacije (npr. težave pri odpiranju dokumentov). Vsa pojasnila v zvezi z vsebino razpisne dokumentacije lahko ponudniki zahtevajo zgolj preko portala javnih naročil. Prav tako so za vsebino razpisne dokumentacije relevantna zgolj pojasnila, ki jih potencialnim ponudnikom posreduje naročnik preko portala javnih naročil. Vsa ostala pojasnila, ki niso posredovana na zgoraj predviden način so zgolj informativne narave in niso pravno zavezujoča.

(The contact person is provided only for cases of technical difficulties regarding to the tender documentation or the use of the tender documentation (e.g. problems with the opening of documents). All clarifications regarding the content of the tender documentation may be requested by the tenderers only through the portal of public procurement. Also, for the contents of the tender documentation, only the explanations that the contracting authority provides to the potential tenderers through the portal of public procurement are relevant. All other explanations, which are not communicated in the foregoing manner, are purely informative and are not legally binding.)

PREDLOŽITEV PONUDBE / Submitting the tender

Ponudniki morajo ponudbe predložiti v informacijski sistem e-JN na spletnem naslovu <https://ejn.gov.si/eJN2>, v skladu s točko 3 dokumenta Navodila za uporabo informacijskega sistema za uporabo funkcionalnosti elektronske oddaje ponudb e-JN: PONUDNIKI (v nadaljevanju: Navodila za uporabo e-JN), ki je del te razpisne dokumentacije in objavljen na spletnem naslovu <https://ejn.gov.si/eJN2>.

Ponudnik se mora pred oddajo ponudbe registrirati na spletnem naslovu <https://ejn.gov.si/eJN2>, v skladu z Navodili za uporabo e-JN. Če je ponudnik že registriran v informacijski sistem e-JN, se v aplikacijo prijavi na istem naslovu.

Uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Informacijski sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo

ponudbo (18. člen Obligacijskega zakonika¹). Z oddajo ponudbe je le-ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo ponudb.

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema e-JN <https://ejn.gov.si/eJN2> **najkasneje do 31. 03. 2021 do 10.00 ure**. Za oddano ponudbo se šteje ponudba, ki je v informacijskem sistemu e-JN označena s statusom »ODDANO«.

Ponudnik lahko do roka za oddajo ponudb svojo ponudbo umakne ali spremeni. Če ponudnik v informacijskem sistemu e-JN svojo ponudbo umakne, se šteje, da ponudba ni bila oddana in je naročnik v sistemu e-JN tudi ne bo videl. Če ponudnik svojo ponudbo v informacijskem sistemu e-JN spremeni, je naročniku v tem sistemu odprta zadnja oddana ponudba.

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati.

Dostop do povezave za oddajo elektronske ponudbe v tem postopku javnega naročila je na naslednji povezavi: https://ejn.gov.si/ponudba/pages/aktualno/aktualno_javno_narocilo_podrobno.xhtml?zadevald=24118

(Tenderers must submit their tenders till deadline in the IT e-JN system at the web address <https://ejn.gov.si/eJN2> in accordance with point 3 of the document "Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS" (hereinafter: Instructions for using the e-JN), published at the web address:

https://ejn.gov.si/documents/10193/191051/ejn_EO_instructions.pdf .

Before submitting their tender, tenderers must register at the web address <https://ejn.gov.si/eJN2> in accordance with the Instructions for using the e-JN. If the tenderer is already registered in the IT e-JN system, they sign in at the same address.

An authorised person of the tender who is empowered to submit tender in the e-JN information system, will submit the tender by clicking on the "Submit" button. The e-JN information system records the identity of the user and the time of submission of the tender when submitting the tenders. The authorised officer of the tender, through the act of submitting a tender, shall prove and declare the will to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations (Official Gazette RS, No. 97/07 – official consolidated text, 64/16 – odl. US and 20/18 – OROZ631)). By submitting a tender, it shall be binding for the time indicated in the tender, unless the tenderer withdraws or changes it before the expiration of the deadline for the submission of tenders.

*A Tender is deemed to be submitted on time if the Contracting Authority receives it via the e-JN system <https://ejn.gov.si/eJN2> till **March 31, 2021 until 10.00 a.m.** A bid is deemed submitted if it is marked with the status "SUBMITTED" ("ODDANO") in the IT e-JN system.*

Tenderers may withdraw or change their bids by the deadline for submitting tenders. If a Tenderer withdraws their Tender from the IT e-JN system, it is deemed that no bid has been submitted and the Contracting Authority will not see it in the e-JN system. If a Tenderer changes their tender in the IT e-JN system, the Contracting Authority sees the last Tender submitted.

It is not possible to submit any bid after the expiry of the deadline for the submission of Tenders.

The page for submitting an e-bid in this e-procurement procedure can be accessed here:

https://ejn.gov.si/ponudba/pages/aktualno/aktualno_javno_narocilo_podrobno.xhtml?zadevald=24118

ODPIRANJE PONUDB / Opening of tenders

Odpiranje ponudb bo potekalo avtomatično v informacijskem sistemu e-JN dne **31. 3. 2021** in se bo začelo **ob 10.01 uri** na spletnem naslovu <https://ejn.gov.si/eJN2>.

Odpiranje poteka tako, da informacijski sistem e-JN samodejno ob uri, ki je določena za javno odpiranje ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene, ter omogoči dostop do .pdf

¹ [Obligacijski zakonik](#) (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631)

dokumenta, ki ga ponudnik naloži v sistem e-JN pod zavihek »Predračun. Ponudniki, ki so oddali ponudbe, imajo te podatke v informacijskem sistemu e-JN na razpologo v razdelku »Zapisnik o odpiranju ponudb«.

*(Tenders shall be opened automatically in the IT e-JN system on **March 31, 2021** and will start at **10.01 a.m.** at the web address <https://ejn.gov.si/eJN2>.*

The opening takes place in the following way: at the hour set for public opening of bids, the IT e-JN system automatically displays data on the Tenderer and variants, if requested or allowed, and enables access to the PDF file that the Tenderer uploaded in the e-JN system under the „Pro-forma Invoice“ (”Predračun“) section. The Tenderers that submitted their tenders have these data available in the IT e-JN system under the ”Minutes on the bid opening“ (”Zapisnik o odpiranju ponudb“) section.)

VELJAVNOST PONUDBE / Tender validation

Čas veljavnosti: **najmanj 90 dni od roka za predložitev ponudb.**

Ponudba mora biti veljavna najmanj do navedenega roka. Prekratka veljavnost ponudbe pomeni razlog za zavrnitev ponudbe.

*(Tender validation: **at least 90 days after the deadline for submission of tenders***

Tenders must be valid at least by the stated deadline. Should the validity of the tender be shorter, the tender shall be rejected/excluded from the procedure to award the public contract.)

PREVZEM RAZPISNE DOKUMENTACIJE / Acceptance of tender documentation

Razpisna dokumentacija **je brezplačna.**

Naročnik si pridržuje pravico, da razpisno dokumentacijo delno spremeni ali dopolni ter po potrebi podaljša rok za oddajo ponudb. Spremembe in dopolnitve razpisne dokumentacije so sestavni del razpisne dokumentacije. Ponudniki morajo spremljati morebitne spremembe razpisne dokumentacije, objavljene na portalu javnih naročil, saj pojasnila in spremembe predstavljajo sestavni del razpisne dokumentacije.

(Tender documentation is free of charge.

The contracting authority reserves the right to partially amend or supplement the tender documentation and, if necessary, extend the time limit for the submission of tenders. Amendments to the tender documentation are an integral part of the tender documentation. The tenderers must be accompanied by any changes to the tender documents published on the public procurement portal, as the explanations and amendments form are an integral part of the tender documentation.)

VPRAŠANJA IN ODGOVORI / POJASNILA / Answers and questions / explanations

Način postavljanja zahtev za pojasnila:

- Portal javnih naročil

Naročnik bo v zakonskem roku na Portal javnih naročil posredoval pisni odgovor.

Naročnik si pridržuje pravico, da razpisno dokumentacijo delno spremeni ali dopolni ter po potrebi podaljša rok za oddajo ponudb. Spremembe in dopolnitve razpisne dokumentacije so sestavni del razpisne dokumentacije.

Odgovornost ponudnika je, da izpostavi morebitne nejasnosti, protislovja, opustitve in podobno, pred oddajo svoje ponudbe (do roka za zahtevanje pojasnil), tako da se lahko zagotovi predložitev dopustne ponudbe, ki je v celoti skladna z zahtevami iz razpisne dokumentacije, vključno z vso spremljajočo dokumentacijo.

(How to make explanation requests:



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- Exclusively through the Public Procurement Portal

The contracting authority will provide a written response to the Public Procurement Portal within the statutory deadline.

It is the responsibility of the tenderer to expose any uncertainties, contradictions, omissions etc., before submitting its tender (by the deadline for requesting clarifications), so that it is possible to submit an admissible tender that is fully in line with the requirements of the tender dossier, including all accompanying documentation.)

Zavod za gradbeništvo Slovenije /
SLOVENIAN NATIONAL BUILDING AND CIVIL ENGINEERING INSTITUTE

Direktor / Director:
doc. dr. Aleš Žnidarič, univ. dipl. inž. grad.

Navodila ponudnikom za izdelavo ponudbe / Instructions to tenderers

1. Splošna navodila / Basic instructions

Navodila so namenjena za pomoč pri pripravi ponudbe. Prosimo, da poskrbite, da bo ponudba sestavljena v skladu s temi navodili. Predložite vse zahtevane podatke v obliki in po vrstnem redu, kot je zahtevano.

Ponudba se sestavi tako, da ponudnik vpiše zahtevane podatke v obrazce, ki so sestavni del razpisne dokumentacije oz. posameznih delov le-te.

Ponudba mora biti izdelana na obrazcih iz prilog razpisne dokumentacije ali po vsebini in obliki enakih obrazcih, izdelanih s strani ponudnika. Ponudniki morajo izjave predložiti brez dodatnih pogojev. Vsi dokumenti morajo biti izpolnjeni, podpisani in žigosani s strani ponudnika (zakonitega zastopnika ali pooblaščen osebe s priloženim pooblastilom), razen dokumentov, ki jih izpolnijo, podpišejo in žigosajo samo tisti ponudniki, ki nastopajo s podizvajalci.

Ponudba ne sme vsebovati nobenih sprememb in dodatkov, ki niso v skladu z razpisno dokumentacijo. Popravljen napake morajo biti označene s parafo osebe, ki podpiše ponudbo.

(This instructions are intended to assist in the preparation of the tender. Please make sure that the tender is made in accordance with these instructions. Provide all required information in the form and in the order as required.)

The tender shall be drawn up in such a way that the tenderer enters the required information in the forms that form an integral part of the tender documentation or individual parts of it.

The tender must be made on the forms set out in the annexes to the tender dossier or by the content and form of the same forms made by the tenderer. Tenderers must submit statements without additional conditions. All documents must be completed, signed and stamped by the tenderer (legal representative or authorized person with the attached authorization), with the exception of the documents that are completed, signed and stamped only by those tenderers who perform with subcontractors.

The tender must not contain any changes or additions that are not in accordance with the tender documentation. Corrected errors must be initialized by the person who signs the tender.)

2. Zakoni in predpisi / Legal basis

Oddaja javnega naročila se izvaja predvsem po določbah naslednjih zakonov in na njihovi podlagi sprejetih podzakonskih predpisov:

- Zakon o javnem naročanju (ZJN-3; Uradni list RS, št. 91/15 in 14/18);
- Zakon o pravnem varstvu v postopkih javnega naročanja (Uradni list RS, št. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-11, 60/17 in 72/19);
- Zakon o javnih financah (Uradni list RS, št. 11/11 - uradno prečiščeno besedilo, 14/13 - popr. in 101/13, 55/15 – ZFisP, 96/15 – ZIPRS1617 in 13/18);
- Zakon o integriteti in preprečevanju korupcije (Uradni list RS, št. 69/11 - uradno prečiščeno besedilo in 158/20);
- Uredba o finančnih zavarovanjih pri javnem naročanju (Uradni list RS, št. 27/16);
- Obligacijski zakonik (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631) ter
- vsa ostala veljavna zakonodaja, ki velja v Republiki Sloveniji in ureja zadevno področje.

Pri izvedbi javnega naročila ne more nastopati subjekt, za katerega je podana absolutna prepoved poslovanja na podlagi določbe 35. člena ZIntPK. V primeru nastopanja subjekta za katerega je na podlagi določbe 35. člena ZIntPK dovoljeno pogojno poslovanje, se morajo takšni subjekti vzdržati vseh dejanj, ki bi lahko pomenila vpliv na odločanje o sklenitvi in izvedbi postopka ali posla. V zvezi s tem morajo biti dosledno upoštevana določila ZIntPK

in relevantne določbe ZJN-3 (tretji odstavek 91. člena). V primeru kršitev navedenih določb bo takšna ponudba izločena iz nadaljnega postopka.

Na naročnikov poziv mora izbrani ponudnik v postopku javnega naročanja ali pri izvajanju javnega naročila posredovati podatke o:

- svojih ustanoviteljih, družbenikih, delničarjih, komanditistih ali drugih lastnikov in podatke o lastniških deležih navedenih oseb in
- gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so z njim povezane družbe.

Izbrani ponudnik mora podatke posredovati naročniku v roku osmih dni od prejema naročnikovega poziva.

Zaradi zagotovitve transparentnosti posla in preprečitve korupcijskih tveganj je naročnik dolžan skladno s šestim odstavkom 14. člena ZIntPK pridobiti izjavo oziroma podatke o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe s ponudnikom. Za fizične osebe izjava vsebuje ime in priimek, naslov prebivališča in delež lastništva. Če ponudnik predloži lažno izjavo oziroma da neresnične podatke o navedenih dejstvih, ima to za posledico nepravilnost ponudbe oziroma ničnost pogodbe.

V času javnega razpisa naročnik in ponudnik ne smeta začeti in izvajati dejanj, ki bi v naprej določila izbor določene ponudbe. V času izbire ponudbe do začetka veljavnosti pogodbe naročnik in ponudnik ne smeta začeti dejanj, ki bi lahko povzročila, da pogodba ne bi začela veljati ali da ne bi bila izpolnjena.

V primeru ustavitve postopka nobena stran ne sme začeti in izvajati postopkov, ki bi oteževali razveljavitev ali spremembo odločitve o izbiri izvajalca ali bi vplivali na nepristranskost naročnika in/ali Državne revizijske komisije.

(The legal basis for the public procurement is provided by:

- *Public Procurement Act (Official Gazette of the RS, No. 91/15 and 14/18; ZJN-3);*
- *Act on legal protection in public procurement procedures (Official Gazette RS, No. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17 and 72/19; ZPVPJN);*
- *Public Finance Act (Official Gazette RS, 11/2011 - official consolidated text, 14/13 - popr. in 101/13, 55/15 – ZFisP, 96/15 – ZIPRS1617 in 13/18);*
- *Law on integrity and corruption prevention (Official Gazette of the RS, No. 69/2011; ZIntPK-UPB2 and 158/20);*
- *Regulation on Financial Collateral in public procurement (Official Gazette of the RS, No. 27/16);*
- *Code of Obligations (Official Gazette RS, No. 97/07 – official consolidated text, 64/16 – odl. US and 20/18 – OROZ631);*
- *all other applicable legislation in force in the Republic of Slovenia regarding the subject and execution of the procurement.*

The entity can not participate in the public procurement procedure for which an absolute ban on business is applied according to the provision of Article 35 of the ZIntPK. In the event of the presence of an entity for which the conditional business is permitted applicable to Article 35 of the ZIntPK, such entities must refrain from any action that might influence the decision to conclude and execute a procedure or business. In this respect, the provisions of the ZIntPK and the relevant provisions of the ZJN-3 (Article 91, paragraph 3) must be strictly observed. In the event of an infringement of the said provisions, such tender will be excluded from the further procedure.

On the contracting authority's request, the selected tenderer must provide the following information in the public procurement procedure or in the execution of the public contract:

- *its founders, shareholders, commanders or other owners and information of the ownership shares of those persons and*
- *economic entities for which, in accordance with the provisions of the act governing companies, they are considered to be related companies.*

The selected tenderer must provide above mentioned data to the contracting authority within eight (8) days after receiving the contracting authority's request.

In order to ensure the transparency of the business and to mitigate corruption risks, the contracting authority is obliged, in accordance with paragraph 6 Article 14 of the Act on integrity and corruption prevention (Official Gazette RS, No. 69/11-UPB2; hereinafter 'ZIntPK') to obtain a statement or information on the participation of natural and legal persons in ownership of the candidate, including the participation of silent partners and economic operators which are deemed under the legal provisions governing companies as related companies in relation to the tenderer. For natural persons, the statement contains the name, surname, address of residence and share of ownership. If the tenderer submits a false statement or states false information regarding the stated facts, this makes the contract null and void.

At the time of this public tender, the contracting authority and the tenderer may not initiate or execute acts that would determine the selection of a particular tender in advance. At the time of the selection of the tenderer until the entry into force of the contract, the contracting authority and the tenderer shall not initiate any actions that might cause the contract to become inoperative or not to be fulfilled.

In the event of termination of proceedings, no party may initiate or execute procedures that would make it difficult to cancel or change the decision on the award of the public contract or affect the impartiality of the contracting authority and / or the National Review Commission.)

3. Jezik razpisne dokumentacije in ponudbe ter oblika / Language and form of Tender documentation and Tenders

Razpisna dokumentacija je pripravljena v slovenskem in angleškem jeziku. Ponudbe se oddajo v slovenskem ali angleškem jeziku.

Ponudba je lahko v delu, ki se nanaša na tehnične značilnosti, kakovost in tehnično dokumentacijo, kot so na primer prospekti, propagandni ter tehnični material in drugo, predložena v tujem jeziku.

Potrčila tujih organov se predložijo v izvirniku, ki mu je priložen prevod v slovenski jezik.

Če bo naročnik ob pregledu in ocenjevanju ponudb ocenil, da je potrebno del ponudbe, ki ni predložen v slovenskem jeziku, uradno prevesti v slovenski jezik, bo to zahteval in ponudniku določi ustrezní rok. Stroške prevoda nosi ponudnik. Za tolmačenje vsebine ponudbe se upošteva besedilo ponudbe v slovenskem jeziku oziroma uraden prevod ponudbe v slovenski jezik.

Ponudnik nosi vse stroške, povezane s pripravo in predložitvijo ponudbe. V primeru, da naročnik postopka ne zaključi z izbiro najugodnejšega ponudnika oziroma z najugodnejšim ponudnikom ne sklene pogodbe, naročnik ponudnikom odškodninsko ne odgovarja za stroške v zvezi s pripravo ponudbe. Izključena je tudi odškodninska odgovornost naročnika na podlagi 20. člena Obligacijskega zakonika za primer, če naročnik postopka ne bo zaključil z izbiro najugodnejšega ponudnika oziroma če z izbranim ponudnikom ne bo sklenil pogodbe zaradi neizpolnitve podlag za oddajo ali realizacijo predmeta javnega naročila.

(The public procurement procedure is carried out in the Slovenian and English language. The tenderer may submit a tender in the Slovenian or English language.

The tender may be submitted in a foreign language in the part relating to technical characteristics, quality and technical documentation, such as prospectuses, propaganda and technical material etc.

If during the review and evaluation of the tenders, the contracting authority is of the opinion that any part of the tender not submitted in the Slovenian language must be translated, the contracting authority can demand from the tenderer that he translates that part at his own expense and set an appropriate deadline for the translation. For the interpretation of the content of the offer, the text of the offer in the Slovene language or the official translation of the offer into the Slovene language shall be taken into consideration.

The Tenderer shall bear all the costs related to the preparation and submission of the tender. In the event that the contracting authority fails to complete the procedure by selecting the most favorable tenderer or does not conclude a contract with the most favorable tenderer, the contracting authority shall not be liable to tenderers for the costs related to the preparation of the tender. Also, the liability for damages of the contracting authority in accordance to Article 20 of the Code of Obligations is excluded if the contracting authority does not complete the procedure by selecting the most favorable tenderer or if it does not conclude a contract with the selected tenderer due to a failure to fulfill the basis for the award or realization of the object of the contract.)

4. Samostojna ponudba / Single tender

Samostojna ponudba je tista, v kateri nastopa samo en gospodarski subjekt, ki sam izpolnjuje vse razpisane pogoje in zahteve iz te dokumentacije v zvezi z oddajo javnega naročila ter sam z zmogljivostmi in znanji, ki jih ima, v celoti prevzema izvedbo naročila.

(Single tender is considered if only one tenderer is present in the tender, who fulfills all the conditions and requirements specified in this documentation in connection with the award of a public contract, and with the capabilities and knowledge it possesses, fully undertakes the execution of the contract.)

5. Skupna ponudba / Joint tender

Ponudbo lahko odda skupina gospodarskih subjektov, vključno z začasnimi združenji. Naročnik od slednjih v fazi oddaje ponudbe ne zahteva določene pravne oblike. V ponudbi mora skupina gospodarskih subjektov predložiti s strani zakonitih zastopnikov vseh sodelujočih v skupni ponudbi podpisan sporazum oziroma pogodbo, iz katere izhajajo sledeče informacije:

- imenovanje nosilca posla pri izvedbi javnega naročila,
- pooblastilo nosilcu posla in odgovorni osebi za podpis ponudbe, za komunikacijo z naročnikom, za zastopnika za sprejem pošilk ter podpis pogodbe,
- obseg posla (natančna navedba vrste in obsega del), ki ga bo opravil posamezni gospodarski subjekt v skupni ponudbi prevzel in odgovornosti posameznega gospodarskega subjekta v skupni ponudbi,
- izjava, da so vsi gospodarski subjekti v skupni ponudbi seznanjeni z navodili ponudnikom in razpisnimi pogoji ter merili za dodelitev javnega naročila in da z njimi v celoti soglašajo,
- izjava, da so vsi gospodarski subjekti v skupni ponudbi seznanjeni s plačilnimi pogoji iz razpisne dokumentacije, in
- navedba, da gospodarski subjekti odgovarjajo naročniku neomejeno solidarno za izvedbo celotnega naročila.

Izkazovanje, da niso podani razlogi za izključitev, kot jih opredeljuje 75. člen ZJN-3 in so navedeni v poglavju Pogoji za ugotavljanje sposobnosti te razpisne dokumentacije, mora biti podano s strani vseh sodelujočih gospodarskih subjektov v skupni ponudbi.

Izpolnjevanje pogojev za sodelovanje, kot jih opredeljuje 76. člen ZJN-3, se, če ni pri posameznem pogoju te razpisne dokumentacije določeno drugače, ugotavlja kumulativno, za vse gospodarske subjekte v skupni ponudbi.

(Groups of economic operators may submit a joint tender, including temporary associations. The contracting authority from the latter does not require a specific legal form at the stage of tender submission.)

In the tender, a group of economic operators must submit a signed agreement or contract from the legal representatives of all those involved in the joint tender, from which the following information is derived:

- *appointing a leading partner in the execution of a public contract;*
- *the authorization of the leading partner and the responsible person for the signing of the offer, for communication with the contracting authority, for the agent for the acceptance of the shipments and the signing of the contract,*
- *the scope of work to be assumed and executed by each group partner with the share of each partner in the group in percentage (%) and the value of works assumed by each group partner*
- *a statement that all partners in the joint tender are acquainted with the instructions to tenderers and the tender terms and criteria for the award of the contract and fully agree with them,*
- *a statement that all partners in the joint tender are acquainted with the payment terms of the tender documentation, and*
- *an indication of unlimited joint and several liability of all group partners towards the contracting authority.*

The statement that the reasons for exclusion, as defined in Article 75 of the ZJN-3, are not given, and which are listed in the section Conditions for determining the capability of this tender documentation, must be provided by all participating economic operators in a joint tender.

The fulfillment of conditions for participation, as defined in Article 76 of the ZJN-3, is not cumulative for all partners in the joint tender, unless otherwise specified in the individual terms of this tender dossier.)

6. Ponudba s podizvajalci / Subcontractors

Za podizvajalsko razmerje gre v vseh primerih, ko glavni izvajalec del javnega naročila odda v izvajanje drugi osebi, to je podizvajalcu. Podizvajalec je gospodarski subjekt, ki je pravna ali fizična oseba in za ponudnika, s katerim je naročnik sklenil pogodbo o izvedbi javnega naročila, dobavlja blago ali izvaja storitev oziroma gradnjo, ki je neposredno povezana s predmetom javnega naročila. V razmerju do naročnika ponudnik kot glavni ponudnik v celoti odgovarja za izvedbo prevzetega naročila ne glede na število podizvajalcev.

Če bo ponudnik izvajal javno naročilo s podizvajalci, mora v ponudbi navesti:

- vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva.

Če bo ponudnik pri izvedbi javnega naročila uporabil zmogljivosti podizvajalcev glede pogojev v zvezi z ekonomskim in finančnim položajem, naročnik, v skladu s 3. odstavkom 81. člena ZJN-3, zahteva, da so ponudnik in podizvajalci skupaj solidarno odgovorni za izvedbo javnega naročila.

Glede pogojev v zvezi z izobrazbo in strokovno usposobljenostjo izvajalca in vodstvenih delavcev podjetja ter pogojev v zvezi z ustreznimi poklicnimi izkušnjami pa lahko ponudnik uporabi zmogljivosti podizvajalcev le, če bodo slednji izvajali storitve, za katere se zahtevajo te zmogljivosti.

Ponudnik z oddajo ponudbe in podpisom krovne izjave potrjuje, da je v primeru podajanja popusta na ponudbeno ceno, pridobil predhodno soglasje podizvajalca k znižanju ponudbene cene tudi v delu, ki ga bo izvedel podizvajalec. Popust na ponudbeno ceno se bo upošteval tudi na vrednost del, ki jih bo izvedel podizvajalec.

Glavni izvajalec mora med izvajanjem javnega naročila naročnika obvestiti o morebitnih spremembah informacij iz prejšnjega odstavka in poslati informacije o novih podizvajalcih, ki jih namerava naknadno vključiti v izvajanje takšnih gradenj ali storitev, in sicer najkasneje v petih dneh po spremembi. V primeru vključitve novih podizvajalcev mora glavni izvajalec skupaj z obvestilom posredovati tudi kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev ter priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva.

Naročnik bo zavrnil vsakega podizvajalca, če zanj obstajajo razlogi za izključitev iz prvega, drugega ali četrtega odstavka 75. člena ZJN-3, razen v primeru iz tretjega odstavka 75. člena ZJN-3.

Ne glede na to ali je naročnik v razpisni dokumentaciji kot relevantne opredelil razloge za izključitev iz 6. odstavka 75. člena ZJN-3, lahko zavrne vsakega podizvajalca, če zanj obstajajo razlogi za izključitev iz točke č, d, g in h 6. odstavka 75. člena ZJN-3.

Naročnik lahko zavrne predlog za zamenjavo podizvajalca oziroma vključitev novega podizvajalca, če bi to lahko vplivalo na nemoteno izvajanje ali dokončanje del in če novi podizvajalec ne izpolnjuje pogojev, ki jih je postavil naročnik v dokumentaciji v zvezi z oddajo javnega naročila. Naročnik bo o morebitni zavrnitvi novega podizvajalca obvestiti glavnega izvajalca najpozneje v desetih dneh od prejema predloga.

V kolikor podizvajalec v skladu z 2. in 3. odstavkom 94. člena ZJN-3, zahteva neposredno plačilo, se šteje, da je neposredno plačilo podizvajalcu obvezno, kar sta dolžan upoštevati naročnik in glavni izvajalec.

Kadar namerava ponudnik izvesti javno naročilo s podizvajalcem, ki zahteva neposredno plačilo v skladu s tem členom, mora:

- glavni izvajalec v pogodbi pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije s strani glavnega izvajalca neposredno plačuje podizvajalcu,
- podizvajalec predložiti soglasje, na podlagi katerega naročnik namesto ponudnika poravnava podizvajalčevo terjatev do ponudnika,
- glavni izvajalec svojemu računu ali situaciji priložiti račun ali situacijo podizvajalca, ki ga je predhodno potrdil.

Če neposredno plačilo podizvajalcu ni obvezno v skladu s 94. členom ZJN-3, bo naročnik od glavnega izvajalca zahteval, da mu najpozneje v 60 dneh od plačila končnega računa oziroma situacije pošlje svojo pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedene gradnje ali storitve oziroma dobavljeno blago, neposredno povezano s predmetom javnega naročila. Nepredložitev izjave v roku je razlog za uvedbo prekrškovnega postopka zoper ponudnika pred Državno revizijsko komisijo. Poleg globe je sankcija tudi izločitev iz postopkov naročanja za predpisano obdobje.

(The subcontracting means all cases when the main contractor submits the part of the public contract to the other person, that is, the subcontractor. Subcontractor is an economic entity that is a legal or natural person, and for the tenderer with whom the contracting authority has concluded a contract for the execution of a public contract, supplies goods or performs a service or construction that is directly related to the subject of the public contract. In relation to the contracting entity, the tenderer as the main provider is fully responsible for the execution of the received order, irrespective of the number of subcontractors.

If the tenderers plan to execute the contractual provisions using subcontractors, they must:

- *list all subcontractors as well as every part of the contract that is to be executed by each individual subcontractor,*
- *indicate contact details and legal representatives of the proposed subcontractors,*
- *attach the subcontractor's request for direct payment if the subcontractor so requests.*

If the tenderer uses subcontracting facilities in terms of conditions related to the economic and financial situation when performing a public contract, in accordance with paragraph 3 of Article 81 of the ZJN-3, the contracting authority requires that the tenderer and subcontractors are jointly and severally liable for the execution of the public contract.

However, regarding to the conditions relating to the education and professional qualifications of the contractor and the company's executives and conditions relating to relevant professional experience, the tenderer may only use the subcontracting capacities provided that the latter performs the services for which those facilities are required.

By submitting the tender and signing the statement »Krovna izjava / Offer declaration«, the tenderer confirms that, in the event of a discount on the offered price, he obtained the prior agreement of the subcontractor to reduce the bid price even in the part to be performed by the subcontractor. The discount on the offered price will also be taken into account for the value of the works to be performed by the subcontractor.

During the performance of the public contract, the main contractor must inform the contracting authority of any changes in the information referred to in the preceding paragraph and send information on the new subcontractors it intends to subsequently incorporate in the performance of contract, at the latest within five days of the change. In the case of the inclusion of new subcontractors, the main contractor together with the notice must also provide contact details and legal representatives of the proposed subcontractors and attach the subcontractor's request for direct payment if the subcontractor so requests.

The contracting authority shall reject each subcontractor if there are reasons for exclusion from the first, second and fourth paragraphs of Article 75 of the ZJN-3, except in the case from the third paragraph of Article 75 of the ZJN-3.

Regardless of whether the contracting authority specified in the tender documentation as relevant the reasons for the exclusion referred to in paragraph 6 of Article 75 of the ZJN-3, may any subcontractor be rejected by the contracting authority if there are grounds for exclusion under points č, d, g and h of paragraph 6 of Article 75 of the ZJN-3.

The contracting authority may reject a proposal to replace the subcontractor or the inclusion of a new subcontractor if this could affect the smooth execution or completion of contract and if the new subcontractor does not meet the conditions set by the contracting authority in the documentation relating to the award of the contract. The contracting authority will notify the main contractor of any possible rejection of the new subcontractor at the latest within ten days of receipt of the proposal.

In so far as the subcontractor in accordance with paragraphs 2 and 3 of Article 94 of the ZJN-3 requires direct payment, the direct payment to the subcontractor shall be deemed obligatory, which shall be borne by the contracting authority and the main contractor.

When the tenderer intends to execute the public contract with a subcontractor that demands direct payment, the following must be provided:

- *The main contractor must authorize the contracting authority to carry out direct payments to the subcontractor based on a confirmed invoice from the main contractor,*
- *The subcontractor submits an agreement, based on which the contracting authority can cover the subcontractor's claim towards the tenderer.*
- *The main contractor submits an invoice or the subcontractor's situation in his own invoice, which has been pre-validated.*

If direct payment of the subcontractor is not obligatory in accordance with Article 94 of the ZJN-3, the contracting authority demands that the main contractor sends the contracting authority their own written statement and a written statement from the subcontractor that the subcontractor received payment for his services as part of the public contract no later than 60 days after the final invoice or situation is paid. Failure to submit a statement within the deadline is the reason for initiating a misdemeanor

procedure against the tenderer before the National Review Commission. In addition to the fine, the sanction is also the exclusion from procurement procedures for the prescribed period.)

7. Uporaba zmogljivosti drugih gospodarskih subjektov / Capacity of other business entities

Ponudnik lahko glede pogojev v zvezi z ekonomskim in finančnim položajem ter tehnično in strokovno sposobnostjo uporabi zmogljivosti drugih subjektov, ne glede na pravno razmerje med njim in temi subjekti.

Če bo ponudnik pri izvedbi javnega naročila uporabil zmogljivosti drugih subjektov glede pogojev v zvezi z ekonomskim in finančnim položajem, naročnik, v skladu s 3. odstavkom 81. člena ZJN-3, zahteva, da so ponudnik in navedeni subjekti skupaj solidarno odgovorni za izvedbo javnega naročila. Pod enakimi pogoji lahko skupina ponudnikov uporabi zmogljivosti sodelujočih v tej skupini ali drugih subjektov.

Glede pogojev v zvezi z izobrazbo in strokovno usposobljenostjo izvajalca in vodstvenih delavcev podjetja ter pogojev v zvezi z ustreznimi poklicnimi izkušnjami pa lahko ponudnik uporabi zmogljivosti drugih subjektov le, če bodo slednji izvajali storitve, za katere se zahtevajo te zmogljivosti.

Če želi ponudnik uporabiti zmogljivosti drugih subjektov, mora naročniku dokazati, da bo imel na voljo potrebna sredstva, na primer s predložitvijo zagotovil teh subjektov v ta namen.

V primeru, da subjekti, katerih zmogljivosti namerava uporabiti ponudnik, ne izpolnjujejo ustreznih pogojev za sodelovanje iz te dokumentacije v zvezi z oddajo javnega naročila in ali zanje obstajajo razlogi za izključitev, bo naročnik zahteval zamenjavo subjekta, ki ne izpolnjuje pogojev ali v zvezi s katerim obstajajo razlogi za izključitev.

(The tenderer may, where appropriate and permitted in accordance with the ZJN-3 (in relation to the economic and financial situation and technical and professional capacity), refer to the capacities of other economic operators for an individual contract, irrespective of the legal nature of its relationship with them.

If the tenderer uses the capacities of other entities in relation to the conditions related to the economic and financial situation in the execution of the public contract, the contracting authority, in accordance with paragraph 3 of Article 81 of the ZJN-3, requires that the tenderer and those entities are jointly and severally liable for the implementation of the public contract. Under the same conditions, a group of providers may use the capabilities of participants in this group or other entities.

However, regarding to the conditions relating to the education and professional qualifications of the contractor and the company's executives and the conditions relating to relevant professional experience, the provider may only use the capacities of other entities if the latter performs the services for which those facilities are required.

If the tenderer wishes to use the capacities of other entities, it must prove to the contracting authority that it will have the necessary resources, for example by providing the assurances of these entities for this purpose.

In the event that entities whose capacity the tenderer intends to use do not fulfill the relevant conditions for participation in this documentation in connection with the award of a public contract and whether there are grounds for exclusion, the contracting authority will require the replacement of an entity that does not meet the conditions or in relation to which there are grounds for exclusion.)

8. Ustavitev postopka, zavrnitev vseh ponudb, odstop od izvedbe javnega naročila / Suspension of public procurement process, Rejection of tenders, withdrawal from the award of the public contract

Naročnik lahko skladno z določili 90. člena ZJN-3 ustavi postopek oddaje javnega naročila, zavrne vse ponudbe ali odstopi od izvedbe javnega naročila.

(The contracting authority may, in accordance with the provisions of Article 90 of the ZJN-3, suspend the public procurement procedure for the award of a public contract, reject all tenders or withdraw from the award of the public contract.)

9. Zmanjšanje obsega naročila / Reducing the scope of the subject

Naročnik si pridržuje pravico, da zmanjša obseg naročila, ne da bi zato moral navajati posebne razloge. Ponudniki morajo to dejstvo upoštevati pri sestavi ponudbenih cen.

Ponudnik z oddajo ponudbe potrjuje, da je z navedenim dejstvom seznanjen in nima pravice do uveljavljanja odškodnine v primeru, da se naročnik odloči za zmanjšanje obsega razpisanih del. Izbrani ponudnik nima pravice do kakršnihkoli zahtevkov iz naslova neoddanega dela javnega naročila.

(The contracting authority reserves the right to reduce the scope of the public contract without having to state specific reasons. Tenderers must take this fact into account when compiling bid prices.)

By submitting a tender, the tenderer acknowledges that the said fact is known and does not have the right to claim compensation in case the contracting authority decides to reduce the scope of tendered works. The selected bidder does not have the right to claim any claims from an unsolicited part of the public contract.)

10. Dopolnjevanje, spreminjanje ter pojasnjevanje ponudb / Rectification of errors

Naročnik bo v primeru dopolnjevanja ter pojasnjevanja ponudbe ravnal skladno z določili 89. člena ZJN-3.

Če so ali se zdijo informacije ali dokumentacija, ki jih morajo predložiti gospodarski subjekti, nepopolne ali napačne oziroma če posamezni dokumenti manjkajo, lahko naročnik zahteva, da gospodarski subjekti v ustreznem roku predložijo manjkajoče dokumente ali dopolnijo, popravijo ali pojasnijo ustrezne informacije ali dokumentacijo, pod pogojem, da je takšna zahteva popolnoma skladna z načeloma enake obravnave in transparentnosti.

Naročnik bo od gospodarskega subjekta zahteval dopolnitev, popravek, spremembo ali pojasnilo njegove ponudbe le, kadar določenega dejstva ne bo mogel preveriti sam. Predložitev manjkajočega dokumenta ali dopolnitev, popravek ali pojasnilo informacije ali dokumentacije se lahko nanaša izključno na takšne elemente ponudbe, katerih obstoj pred iztekom roka, določenega za predložitev prijave ali ponudbe, je mogoče objektivno preveriti. Če gospodarski subjekt ne predloži manjkajočega dokumenta ali ne dopolni, popravi ali pojasni ustrezne informacije ali dokumentacije, bo naročnik gospodarski subjekt izključil iz nadaljnjega ocenjevanja.

Razen kadar gre za popravek ali dopolnitev očitne napake, če zaradi tega popravka ali dopolnitve ni dejansko predlagana nova ponudba, ponudnik ne sme dopolnjevati ali popravljati:

- svoje cene brez DDV na enoto, vrednosti postavke brez DDV, skupne vrednosti ponudbe brez DDV, razen kadar se skupna vrednost spremeni v skladu s sedmim odstavkom 89. člena ZJN-3 in ponudbe v okviru meril,
- tistega dela ponudbe, ki se veže na tehnične specifikacije predmeta javnega naročila,
- tistih elementov ponudbe, ki vplivajo ali bi lahko vplivali na drugačno razvrstitev njegove ponudbe glede na preostale ponudbe, ki jih je naročnik prejel v postopku javnega naročanja.

Na glede na prejšnji odstavek sme izključno naročnik ob pisnem soglasju ponudnika popraviti računske napake, ki jih odkrije pri pregledu in ocenjevanju ponudb. Pri tem se količina in cena na enoto brez DDV ne smeta spreminjati. Če se pri pregledu in ocenjevanju ponudb ugotovi, da je prišlo do računske napake zaradi nepravilne vnaprej določene matematične operacije s strani naročnika, lahko naročnik ob pisnem soglasju ponudnika popravi računsko napako tako, da ob upoštevanju cen na enoto brez DDV in količin, ki jih ponudi ponudnik, izračuna vrednost ponudbe z upoštevanjem pravilne matematične operacije. Naročnik lahko ob pisnem soglasju ponudnika napačno zapisano stopnjo DDV popravi v pravilno.

V primeru, da ponudniki v razpisni dokumentaciji ugotovijo napake v prednastavljenih formulah za izračune ponudbenih cen, naj o tem čim prej obvestijo naročnika. Ponudniki lahko ugotovljene napake tudi sami odpravijo,

če gre za očitno računске napake v smislu določil 89. člena ZJN-3, pri čemer je zaželeno, da označijo, na katerih mestih in na kakšen način so odpravili napake. V nobenem primeru pa ponudniki pri odpravi napak ne smejo spreminjati predizpolnjenih količin ali na kakršenkoli način posegati v same vsebinske zahteve predmeta naročila.

(In the event of supplementation and clarification of the offer, the Contracting Authority will act in accordance with the provisions of Article 89 of the ZJN-3.

If the information or documentation required by the tenderers appears to be incomplete or incorrect or if the individual documents are missing, the contracting authority may require that tenderers submit the missing documents or supplement, correct or explain the relevant information or documentation under the relevant deadline, provided that such a requirement is fully consistent with the principles of equal treatment and transparency.

The contracting authority shall only request an economic operator to supplement, correct, revise or clarify its tender if the contracting authority is unable to verify a specific fact by itself. The submission of the missing document or the supplementation, correction or clarification of information or documentation may relate solely to those elements of the tender that existed before the passing of the deadline stipulated for the submission of a request to participate or tender and that can be objectively verified. Should the economic operator fail to submit the missing document, or fail to supplement, correct or clarify the information or documentation, the contracting authority shall reject/exclude the tender.

Except in the case of the correction or supplementation of an obvious error, if the correction or supplementation does not entail the de facto submission of a new tender, the tenderer may not supplement or correct:

- *its prices per unit (excluding VAT), the values of items (excluding VAT), the total value of the tender (excluding VAT), except when the total value is being changed in accordance with the seventh paragraph of Article 89 of the ZJN-3, and the tender in terms of its criteria,*
- *that part of the tender tied to the technical specifications of the subject of the public contract,*
- *those elements of the tender that have the effect or could have the effect of changing the ranking of its tender relative to other tenders received by the contracting authority in the public procurement procedure.*

Notwithstanding the previous paragraph, only the contracting authority may, with the written consent of the tenderer, correct errors in calculations identified during the examination and evaluation of the tenders. Such corrections may not include changes to the quantity and price per unit excluding VAT. If it is established during the examination and evaluation of tenders that a calculation error has occurred on account of an incorrectly predetermined mathematical operation in the inventory of works by the contracting authority, the contracting authority may, with the tenderer's written consent, correct the calculation error by applying the correct mathematical operation to calculate the value of the tender, taking prices per unit (excluding VAT) and quantities offered by the tenderer into account. Notwithstanding the previous paragraph, the contracting authority may correct an erroneously listed VAT rate, with the tenderer's written consent.

In the event that the tenderers find errors in the pre-set formulas for the calculation of bid prices, they should inform the contracting authority as soon as possible. Tenderers may also remedy the errors detected in the case of obvious calculation errors in the sense of the provisions of Article 89 of the ZJN-3, whilst it is desirable to indicate where and in what ways the errors were corrected. In any case, the bidders should not alter the excess quantities or in any way encroach upon the content requirements of the subject of the contract.)

11. Obvestilo o oddaji naročila / Contract award notice

Po sprejemu odločitve o oddaji naročila bo naročnik slednjo **objavil na portalu javnih naročil**. Naročnik o vseh odločitvah obvesti ponudnike in kandidate na način, da odločitev objavi na portalu javnih naročil. **Odločitev se šteje za vročeno z dnem objave na portalu javnih naročil.**

Ponudnike opozarjamo, da so sami dolžni spremljati objave odločitev na portalu javnih naročil.

Če se v objavi odločitve na portalu javnih naročil ni mogoče sklicevati na objavljeno povabilo k sodelovanju, naročnik odločitev vroči v skladu z zakonom, ki ureja upravni postopek, in na dan odpošiljanja ponudniku ali kandidatu tudi objavi na portalu javnih naročil prostovoljno obvestilo za predhodno transparentnost, če je to glede na vrednost primerno pa tudi v Uradnem listu Evropske unije.

Naročnik lahko do pravnomočnosti odločitve o oddaji javnega naročila z namenom odprave nezakonitosti po predhodni ugotovitvi utemeljenosti, svojo odločitev na lastno pobudo spremeni in sprejme novo odločitev, s katero nadomesti prejšnjo.

Po sprejemu odločitve o oddaji naročila lahko naročnik iz razlogov in na način, kot je določeno z zakonom odstopi od sklenitve pogodbe oziroma izvedbe javnega naročila.

*(The contracting authority shall inform tenderers and candidates of all decisions by publishing the signed decision **on the Public Procurement Portal**. **The decision shall be deemed to have been delivered on the day of its publication on the Public Procurement Portal**.)*

We remind tenderers that they are obliged to monitor the publication of decisions on the public procurement portal.

If in the publication of the decision on the Public Procurement Portal it is not possible to refer to a published invitation to participate, the contracting authority shall deliver the decision in accordance with the law governing administrative proceedings, and on the day that it is sent to the tenderer or the candidate shall also publish a voluntary notice for prior transparency on the Public Procurement Portal, and, if appropriate with regard to the value, also in the Official Journal of the European Union.

The contracting authority may amend the decision on the award of a public contract due to eliminate the illegality after a preliminary determination of the merits, on its own initiative, and adopt a new decision replacing the previous one.

After accepting the decision on the award of the contract, the contracting authority may, for reasons and in the manner prescribed by law, withdraw from the conclusion of the contract or the execution of the public contract.)

12. Sklenitev pogodbe in spremembe pogodbe / Conclusion and change of contract

Izbrani ponudnik bo pozvan k podpisu pogodbe. Pogodba bo v primeru zahtevanega zavarovanja za dobro izvedbo sklenjena pod odložnim pogojem do predložitve zahtevanega zavarovanja naročniku in do izpolnitve morebitnih drugih pogojev, kot izhajajo iz vzorca pogodbe in te razpisne dokumentacije.

Če se izbrani ponudnik v desetih (10) delovnih dneh od prejema poziva k podpisu pogodbe ne bo odzval z vračilom podpisane verzije pogodbe in jo poslal ali izročil na naslov/sedež naročnika (oddajna teorija), lahko naročnik šteje, da je izbrani ponudnik odstopil od ponudbe.

V skladu z ZJN-3 se lahko pogodba o izvedbi javnega naročila spremeni brez novega postopka javnega naročanja v katerem koli od naslednjih primerov:

- a. če je sprememba, ne glede na njeno denarno vrednost, predvidena v razpisni dokumentaciji v zvezi z oddajo javnega naročila v jasnih, natančnih in nedvoumnih določbah o reviziji, ki lahko vključujejo določbe o reviziji cen, ali opcijah. V takih določbah morajo biti navedeni obseg in vrsta možnih sprememb ali opcij ter pogoji, pod katerimi se lahko uporabijo, ne smejo pa biti predvidene spremembe ali opcije, ki bi spremenile splošno naravo pogodbe o izvedbi javnega naročila ali okvirnega sporazuma;
- b. za dodatne dobave blaga, ki jih izvede prvotni dobavitelj, če so potrebne, čeprav niso bile vključene v prvotno javno naročilo, in če zamenjava dobavitelja:
 - ni mogoča iz ekonomskih ali tehničnih razlogov, kot so zahteve glede zamenljivosti ali interoperabilnosti z obstoječo opremo, storitvami ali inštalacijami, naročenimi v okviru prvotnega javnega naročila, ter
 - bi naročniku povzročila velike nevšečnosti ali znatno podvajanje stroškov;
- c. če je sprememba potrebna zaradi okoliščin, ki jih skrben naročnik ni mogel predvideti, in sprememba ne spreminja splošne narave javnega naročila;
- d. če izvajalca, ki mu je naročnik prvotno oddal javno naročilo, zamenja nov dobavitelj kot posledica enega od naslednjih razlogov:
 - nedvoumna določba o reviziji ali opcija v skladu z a. točko;

- drug gospodarski subjekt, ki izpolnjuje prvotno določene pogoje za sodelovanje, standarde za zagotavljanje kakovosti in standarde za okoljsko ravnanje ter zanj ne obstajajo prvotno določeni razlogi za izključitev, v celoti ali delno nasledi prvotnega izvajalca po prestrukturiranju podjetja, vključno s prevzemom, združitvijo, pripojitvijo ali insolventnostjo, če to ne vključuje drugih bistvenih sprememb javnega naročila in ni namenjeno obidu določb tega zakona;
- e. če sprememba ne glede na njeno vrednost ni bistvena.

V primeru iz b. in c. točke kakršno koli zvišanje cene ne sme presegati 30 odstotkov vrednosti prvotne pogodbe o izvedbi javnega naročila. Če je v primeru iz b. ali c. točke opravljenih več zaporednih sprememb, velja ta omejitev za vrednost vseh sprememb skupaj. Če vključuje pogodba o izvedbi javnega naročila določbo o valorizaciji denarnih obveznosti, se kot referenčna vrednost za izračun najvišje dovoljene vrednosti sprememb v primeru iz b. ali c. točke uporabi vrednost pogodbe s posodobljenimi cenami.

Sprememba pogodbe o izvedbi javnega naročila med njegovo veljavnostjo se šteje za bistveno, če se zaradi te spremembe pogodba znatno razlikuje od prvotno oddanega javnega naročila. Ne glede na prejšnje odstavke tega člena sprememba v vsakem primeru šteje za bistveno, če je izpolnjen vsaj eden od naslednjih pogojev:

- sprememba uvaja pogoje, ki bi, če bi bili del prvotnega postopka javnega naročanja, omogočili udeležbo drugih kandidatov kot tistih, ki so bili prvotno izbrani, ali sprejem druge ponudbe kot tiste, ki je bila prvotno izbrana, ali pa bi k sodelovanju v postopku javnega naročanja pritegnili še druge udeležence;
- sprememba spreminja ekonomsko ravnotežje pogodbe o izvedbi javnega naročila v korist izvajalca na način, ki ni bil predviden v prvotni pogodbi;
- zaradi spremembe je znatno razširjen obseg pogodbe o izvedbi javnega naročila;
- drug gospodarski subjekt zamenja prvotnega izvajalca v primeru, ki ni naveden v d. točki.

(The selected tenderer will be invited to sign the contract. In the case of the required collateral, the contract will be concluded under the suspensive condition until the required insurance is provided to the contracting authority and until the fulfillment of any other conditions that arise from the sample of the contract and this tender documentation.

If the tenderer does not respond to the invitation to sign the contract within 10 working days, it is deemed that he has withdrawn from the tender.

According to the ZJN-3, the contract can be changed without a new public procurement procedure in any of the following cases:

- a. if the change, irrespective of its monetary value, is provided for in the contract documents relating to the award of a public contract in clear, precise and unambiguous audit provisions which may include provisions on price revision or options. Such provisions must specify the scope and type of possible changes or options and the conditions under which they may be used, but there should be no change or option that would alter the general nature of the contract or framework agreement;*
- b. for additional supplies of goods carried out by the original supplier, if necessary, although not included in the original contract, and if the supplier's replacement:*
 - it is not possible for economic or technical reasons, such as interchangeability or interoperability requirements with existing equipment, services or installations ordered under the initial public procurement, and*
 - would cause great inconvenience to the contracting authority or substantial duplication of costs;*
- c. if the change is necessary due to circumstances that the diligent contracting authority was not able to foresee, and the change does not change the general nature of the contract;*
- d. if the contractor whose contracting authority originally awarded the contract was replaced by a new supplier as a result of one of the following reasons:*
 - an unambiguous audit clause or option in accordance with a. point;*
 - another economic operator that meets the initially set conditions for participation, quality assurance standards and environmental management standards, and there are no originally established grounds for exclusion, inherit, in whole or in part, the original contractor after the restructuring of the undertaking, including the acquisition, merger, acquisition or insolvency, unless this includes other essential changes to the public procurement contract and is not intended to circumvent the provisions of this Act;*
- e. irrespective of the value the change is irrelevant.*

In the case of b. and c. points mentioned above, any increase in the price may not exceed 30 per cent of the value of the original contract for the performance of a public contract. If in the case of b. or c. points several successive changes are made, this limit applies to the value of all the changes altogether. If the contract on the performance of a public contract contains a provision on the valuation of monetary liabilities, the reference value for calculating the maximum allowable value of the changes in the example from b. or c. points use the value of the contract with updated prices.

A change in the contract during its validity shall be deemed essential if, as a result of this amendment, the contract differs significantly from the original contract awarded. Notwithstanding the preceding paragraphs of this Article, the change shall in any case be deemed essential if at least one of the following conditions is met:

- the amendment introduces conditions that would, if they were part of the original procurement procedure, enable the participation of other candidates than those who were originally selected or the acceptance of a second bid than the one that was originally selected or would participate in the procedure of public procurement attract other participants;*
- the change changes the economic balance of the contract in favor of the contractor in a way that was not foreseen in the original contract;*
- due to the change, the scope of the contract is considerably expanded;*
- another economic operator replaces the original contractor in a case other than that mentioned in d. point above.)*

13. Zaupnost ponudbene dokumentacije / Confidentiality

Ponudniki, ki z udeležbo v postopku oziroma izvajanju pogodbenih obveznosti izvedo za zaupne podatke oziroma poslovne skrivnosti, so jih dolžni varovati v skladu s predpisi.

Podatki, ki jih bo ponudnik upravičeno označil kot zaupne oziroma poslovno skrivnost, bodo uporabljeni zgolj za namene postopka in ne bodo dostopni nikomur zunaj kroga oseb, ki bodo vključene v postopek konkretnega javnega naročila. Ti podatki ne bodo objavljeni na odpiranju ponudb niti v nadaljevanju postopka ali pozneje. Te osebe kot tudi naročnik bodo v celoti odgovorni za varovanje zaupnosti tako dobljenih podatkov.

Na podlagi drugega odstavka 35. člena ZJN-3 so javni podatki specifikacije ponujenega blaga, storitve ali gradnje in količina iz te specifikacije, cena na enoto, vrednost posamezne postavke in skupna vrednost iz ponudbe ter vsi tisti podatki, ki so vplivali na razvrstitev ponudbe v okviru drugih meril.

Kot poslovno skrivnost lahko ponudnik označi dokumente, ki vsebujejo podatke, pa ti niso vsebovani v nobenem javnem registru ali drugače javno dostopni, ter poslovne podatke, ki so s predpisi ali internimi akti ponudnika označeni kot zaupni/poslovna skrivnost. Ponudnik mora v tem primeru predložiti sklep o varovanju poslovne skrivnosti v katerem je opredeljeno, katere podatke ponudnik šteje za poslovno skrivnost. Naročnik bo obravnaval kot takšne tiste dokumente v ponudbeni dokumentaciji, ki bodo opredeljeni v sklepu o varovanju teh podatkov. Ob tem naročnik opozarja ponudnike, da pod zaupne podatke ali poslovno skrivnost ne sodijo podatki, ki so javni na podlagi določil zakonodaje. Vsi podatki, ki so na podlagi ZJN-3 javni oziroma podatki, ki so javni na podlagi drugega zakona, ne bodo obravnavani kot poslovna skrivnost, ne glede na to, ali jih bo ponudnik opredelil oziroma označil kot take.

(Tenderers who, by participating in the procedure or performing contractual obligations, acquire confidential information or business secrets, are obliged to protect them in accordance with the regulations.

The information that the tenderer will rightfully designate as confidential or as business secret will be used only for the purposes of the procedure and will not be accessible to anyone outside the circle of persons who will be involved in the concrete public procurement procedure. This information will not be published at the opening of tenders either during the course of the procedure or later. These persons as well as the contracting authority will be fully responsible for the confidentiality of the data thus obtained.

In accordance with the second paragraph of Article 35 of the ZJN-3, the following information is always public: specifications of the tendered goods, services or construction and quantities in the specification, price per unit, the value of an individual item and the total value of the tender, and all information that has an effect on the ranking of the tender according to other criteria.

As a business secret, the tenderer may mark the documents containing the data, but these are not contained in any public register or otherwise publicly available, and business data that is marked as confidential / business secret by the regulations or internal acts of the tenderer. In this case, the tenderer must submit a decision on the protection of professional secrecy in which it is defined which information the tenderer considers business secrets. The contracting authority will consider as such those documents in the tender documentation that will be defined in the decision on the protection of this information. In addition, the contracting authority warns the tenderers that confidential information or business secrets do not include data that are public under

the provisions of the legislation. Any data that is public in accordance of the ZJN-3 or any other legislation, will not be considered as a business secret, regardless of whether the tenderer will identify them or designate them as such.)

14. Način predložitve dokumentov v ponudbi / Tender submission

Zaželeno je:

- da so vsi dokumenti na mestih, kjer je to označeno, podpisani s strani pooblaščen osebe in žigosani z žigom ponudnika;
- da ponudnik morebitne popravke opremi z žigom in podpisom svoje pooblaščen osebe.

Odsotnost zgornjih zahtev ne pomeni neposrednega razloga za zavrnitev ponudbe, pač pa lahko v okviru ZJN-3 naročnik ponudnika pozove na odpravo teh pomanjkljivosti. Naročnik bo upošteval tudi takšno ponudbo, v kolikor bodo iz nje izhajale vse opredeljene vsebinske zahteve in vsi zahtevani dokumenti in bo ponudba vsaj v bistvenih delih podpisana s strani pooblaščen osebe ponudnika.

Kadar je zahtevano dokazilo, ponudniku ni potrebno predložiti originala, pač pa zadostuje fotokopija dokazila, razen v primerih, kjer je izrecno navedeno drugače. Naročnik pa lahko v postopku preverjanja ponudb od ponudnika kadarkoli zahteva, da mu predloži na vpogled original, ki ga lahko primerja z v ponudbi dano fotokopijo. Vsi dokumenti, ki jih predloži ponudnik, morajo izkazovati aktualno in resnično stanje ponudnika (stanje v trenutku oddaje ponudbe). Ponudnik mora zahtevani dokument predložiti v roku, ki ga določi naročnik, v nasprotnem primeru bo naročnik ponudbo zavrnil.

Če obstaja naročnikova zahteva po najvišji dovoljeni starosti dokumentov, ki jih ponudnik prilaga kot dokazila, je to navedeno ob vsakem posameznem dokazilu.

Če država članica ali tretja država dokumentov in potrdil, ki se jih s to razpisno dokumentacijo zahtevajo, ne izdaja ali če ti ne zajemajo vseh primerov, ki so z razlogi za izključitev opredeljeni, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.

(It is preferably:

- *that all documents in the places where it is marked are signed by an authorized person and stamped with the tenderer's stamp;*
- *that the tenderer provides the necessary corrections with the stamp and signature of his authorized person.*

The absence of the above mentioned requirements does not constitute a direct reason for rejecting the tender, but it can be reason, within the framework of the ZJN-3, to require remedying deficiencies. The contracting authority will also take into account such a tender, insofar as all defined content requirements and all required documents are derived from it, and the tender will be signed, at least in substantial parts, by the authorized person of the tenderer.

When the proof is required, the tenderer does not need to submit the original, but a photocopy of the proof is sufficient, except in cases where it is expressly stated differently. In the process of evaluating tenders, the contracting authority may, at any time, request from the tenderer to submit the original, which he can compare with the offered photocopy. All documents submitted by the tenderer must show the actual status of the tenderer (the state at the time of the submission of the tender). The tenderer must submit the required document within the deadline set by the contracting authority, otherwise the contracting authority will reject the tender.

If there is a contracting authority's request for the maximum age of documents that the tenderer must apply as evidence, this shall be indicated on each individual proof required.

If a Member State or a third country does not issue the aforementioned means of proof, or if they do not include all cases, the tenderer may replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the economic operator is established.)

15. Veljavnost ponudbe / Tender validation

Ponudba velja najmanj 90 dni od roka za predložitev ponudb. V primeru krajšega roka veljavnosti ponudbe se ponudba zavrne.

Naročnik lahko zahteva, da ponudniki podaljšajo čas veljavnosti ponudb za določeno dodatno obdobje.

(Tender must be valid at least 90 days after the deadline for submission of tenders. Should the validity of the tender be shorter, the tender shall be rejected/excluded from the procedure to award the public contract.)

The contracting authority may require tenderers to extend the validity of tenders for a specific additional period.)

16. Ponudbena cena in predložitev ponudbenega predračuna / Tender value and submitting a price offer

Cene v ponudbi morajo biti izražene v evrih (EUR) in morajo vključevati vse elemente, iz katerih so sestavljene, davke in morebitne popuste.

Cene morajo biti fiksne in nespremenljive do konca izvajanja naročila. Cena mora vsebovati vse stroške, popuste, rabate.

Ponudnik navede ponudbene cene na dve decimalki natančno.

Ponudnik v aplikaciji e-JN v razdelek »Ponudnik - Predračun« naloži izpolnjen obrazec »Predračun« v *.pdf datoteki, ki bo dostopen na javnem odpiranju ponudb.

DDV se obračuna v skladu z veljavno davčno zakonodajo.

(The value of the tender must be expressed in euro (EUR) and must include all the elements from which it is drawn up, taxes and any discounts.)

Prices must be fixed and unchanged until the end of order. The price must include all costs, discounts, rebates.

The tenderer shall indicate the bid prices to two decimal places.

Form "Price offer" must be uploaded in the PDF file in the e-JN system under the „Pro-forma Invoice“ ("Predračun") section, which will be accessible at the public opening of tenders.

VAT is calculated in accordance with the applicable tax legislation.)

17. Naknadne podražitve / Subsequent increases

Ponudnik ne bo mogel uveljavljati naknadnih podražitvev iz naslova nepopolne ali neustrezne razpisne dokumentacije, za tiste dele izvedbe javnega naročila, ki v razpisni dokumentaciji niso bili opredeljeni, pa bi jih glede na predmet javnega naročila in na celotno dokumentacijo ponudnik lahko predvidel.

(The tenderer will not be able to claim subsequent price increases from the incomplete or inadequate tender documentation, for the parts of the performance of the public procurement that were not defined in the tender dossier and the tenderer could anticipate them according to the subject of the public contract and the complete documentation.)

18. ESPD / ESPD form

Naročnik namesto potrdil, ki jih izdajajo javni organi ali tretje osebe, sprejme kot predhodni dokaz Enotni evropski dokument v zvezi z oddajo javnega naročila (v nadaljevanju: ESPD). ESPD predstavlja uradno izjavo gospodarskega subjekta, da ne obstajajo razlogi za izključitev in da izpolnjuje pogoje za sodelovanje. Ponudniki morajo vedno predložiti ESPD kot predhodno dokazilo, da ne obstajajo razlogi za izključitev in da izpolnjujejo pogoje za sodelovanje, pri čemer morajo ESPD obrazce predložiti za vse gospodarske subjekte (partnerje, podizvajalce, ostale gospodarske subjekte), ki sodelujejo v ponudbi.

Obrazec ESPD vključuje tudi uradno izjavo o tem, da bo gospodarski subjekt na zahtevo in brez odlašanja sposoben predložiti dokazila, ki dokazujejo neobstoj razlogov za izključitev oziroma izpolnjevanje pogojev za sodelovanje.

Gospodarski subjekt mora ESPD izpolniti skrbno in v njem navesti resnične podatke, saj se v nasprotnem primeru šteje, da je podal lažno izjavo, kar je prekršek iz 5. točke 1. odstavka oziroma 1. točke 2. odstavka 112. člena ZJN-3, ki se sankcionira z globo in izločitvijo iz postopkov javnega naročanja za obdobje treh oziroma petih let.

Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi na spletni strani Portala javnih naročil/ESPD: <http://www.enarocanje.si/ESPD/> in v njega neposredno vnese zahtevane podatke.

Ponudnik naloži svoj ESPD v razdelek »ESPD – ponudnik«, ESPD ostalih sodelujočih pa naloži v razdelek »ESPD – ostali sodelujoči«. Ponudnik, ki v sistemu e-JN oddaja ponudbo, naloži elektronsko podpisan ESPD v xml. obliki ali nepodpisan ESPD v xml. obliki, pri čemer se v slednjem primeru v skladu Splošnimi pogoji uporabe informacijskega sistema e-JN šteje, da je oddan pravno zavezujoč dokument, ki ima enako veljavnost kot podpisan.

Za ostale sodelujoče ponudnik v razdelek »ESPD – ostali sodelujoči« priloži podpisane ESPD v pdf. obliki, ali v elektronski obliki podpisan xml.

(During the submission of the tender, in place of the certificates issued by public authorities or third parties, the contracting authority shall accept an ESPD that includes an updated self-declaration as preliminary evidence of the fulfilment of the tender conditions. The ESPD is an official declaration by an economic operator that there are no grounds for exclusion and that it meets the selection criteria, while at the same time it provides the relevant information required by the contracting authority. Tenderers must submit ESPD forms for all economic operators (partners, subcontractors, other economic operators) participating in the tender.

The ESPD form also cites the official authority or third party responsible for issuing evidence, and includes an official declaration that the economic operator will be able to submit this evidence without delay upon request.

The economic operator must complete the ESPD carefully and give the true information in it, otherwise it is deemed to have made a false statement, which is an offense referred to in point 5 of paragraph 1 or point 1 of paragraph 2 of Article 112 of the ZJN-3, which is sanctioned by a fine and exclusion from public procurement procedures for a period of three or five years.

The Tenderer shall import the ESPD form (.xml file) of the contracting authority on the website Public Contracts portal/ESPD: <http://www.enarocanje.si/ESPD/>.

The tenderer shall place its ESPD in the e-JN system in the "ESPD - Tenderer" section, and the other participants (partners, subcontractors) shall load ESPD in the "ESPD - Other Participants" section. A tenderer who submits the tender in the e-JN system shall submit the electronically signed ESPD into xml. form or unsigned ESPD in xml. Form. In the latter case, in accordance with the General Conditions of Use of the e-JN Information System, unsigned ESPD in xml. is a legally binding document, which has the same validity as the signed one.

For other participants, the signed ESPD in the .pdf file is attached to the "ESPD - Other Participants" section.)

19. Pravno varstvo / Legal remedy

Pravno varstvo v postopku javnega naročanja je zagotovljeno v skladu z določbami Zakona o pravnem varstvu v postopkih javnega naročanja (v nadaljevanju: ZPVPJN), po postopku in na način kot ga določa zakon.

Zahteva za pravno varstvo v postopkih javnega naročanja se lahko vloži v vseh stopnjah postopka oddaje javnega naročila zoper vsako ravnanje naročnika, razen če zakon, ki ureja oddajo javnih naročil, ali ZPVPJN ne določa drugače. Zahtevo za pravno varstvo lahko vloži aktivno legitimirana oseba, kot jo določa 14. člen ZPVPJN.

Zahtevek za revizijo mora vsebovati vse obvezne sestavine, kot jih določa 15. člen ZPVPJN.

V predrevizijskem in revizijskem postopku se ne presoja očitane kršitve, ki se nanašajo na vsebino objave, povabilo k oddaji ponudb ali razpisno dokumentacijo, če bi lahko vlagatelj ali drug morebitni ponudnik prek portala javnih naročil naročnika opozoril na očitano kršitev, pa te možnosti ni uporabil. Šteje se, da bi vlagatelj ali drug morebitni ponudnik prek portala javnih naročil lahko opozoril na očitano kršitev, če je bilo v postopku javnega naročanja na portalu javnih naročil objavljeno obvestilo o naročilu, na podlagi katerega ponudniki oddajo prijave ali ponudbe.

Vlagatelj mora pred vložitvijo zahtevka za revizijo zoper vsebino razpisne dokumentacije ali vsebino objave plačati takso v višini 4.000,00 EUR.

Taksa se plača na ustrezen podračun, ki je v skladu s predpisom, ki ureja podračune ter način plačevanja obveznih dajatev in drugih javnofinančnih prihodkov, odprt pri Banki Slovenije za namen plačila taks za predrevizijski in revizijski postopek. Natančne informacije o načinu plačila takse so dostopne na spletni strani Ministrstva za javno upravo:

<http://www.djn.mju.gov.si/sistem-javnega-narocanja/pravno-varstvo>

Zahtevek za revizijo se vloži elektronsko prek aplikacije eRevizija.

Zahtevek za revizijo se lahko vloži v roku iz 25. člena ZPVPJN.

Če naročnik ugotovi, da zahtevek za revizijo ni bil vložen pravočasno ali ga ni vložila aktivno legitimirana oseba iz 14. člena ZPVPJN, ali da ni bila plačana ustrezna taksa, ga najpozneje v treh delovnih dneh od prejema s sklepom zavrne.

(The legal protection of the tenderers in the public procurement process is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (hereinafter »ZPVPJN«), following the procedure and manner as determined by law.

A request for legal protection in the public procurement processes can be submitted during all stages of the public procurement process against any action by the contracting authority such that the law governing the award of public contracts or ZPVPJN does not stipulate otherwise. A request for legal protection can be submitted by an actively legitimate person as set out in Article 14 ZPVPJN.

The request for review must contain all the mandatory components, as defined in Article 15 of the ZPVPJN.

In the pre-review and review procedures, the alleged infringements relating to the content of the announcement, the invitation to tender or the tender documentation are not assessed if the applicant or other potential tenderer, through the public procurement portal did not warn the contracting authority against the alleged infringement. It is considered that a potential tenderer would be able to point out the alleged infringement through a portal of public procurement if a procurement notice was published in the public procurement procedure on the public procurement portal, on the basis of which tenderers submit applications or tenders.

In the request for review, the applicant must enclose confirmation of payment of the fee set out in accordance with Article 71 of the ZPVPJN, in the amount of EUR 4,000 when the request for review relates to the content of the contract notice or the procurement documents.

The applicant must pay the fee into a subsidiary account opened for the purpose of the payment of fees for pre-review and review procedures. Detailed information on how to pay the fee is available on the website of the Ministry of Public Administration:

<http://www.djn.mju.gov.si/sistem-javnega-narocanja/pravno-varstvo>

A request for review shall be submitted via application eRevizija.

A request for review may be submitted within the deadline referred to in Article 25 of the ZPVPJN.

If the contracting authority finds out that the request for review was not submitted in due time or was not filed by an actively legitimated person referred to in Article 14 of the ZPVPJN, or that the corresponding fee has not been paid, it shall discard it no later than three working days from receipt.)

Merila / Criteria for the evaluation of tenders

Izbira ponudb bo potekala po naslednjem kriteriju: **ekonomsko najugodnejša ponudba.**

Upoštevali se bodo naslednji ponderji:

Ponder 1:	Skupna ponudbena cena v EUR brez DDV (100 točk)	Upošteva se najnižja skupna ponudbena cena brez DDV za celoten predmet naročila Točkovanje se vrši po naslednji formuli: $T_{\text{cena}} = 100 \times (\text{najnižja ponudbena cena brez DDV} / \text{točkovana ponudbena cena brez DDV})$
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V primeru, da so ponudbe po merilu enakovredne, se s temi ponodbami izvede javni žreb.

*The criterion for the selection of the most favourable tenderer is: **the most economically advantageous tender***

In evaluating tenders, the following criteria will apply:

Criterion 1:	Price of the tender in EUR excluding VAT (100 Points)	<i>The total price of the tender (in EUR excluding VAT), quoted in the pro forma invoice (Form »Price offer«), is used as the criterion. Points are awarded according to the following formula: $T_{\text{price}} = 100 \times (\text{the lowest price for the criterion "Offered price"} / \text{Offered price from the tender being evaluated})$</i>
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In the case of equivalent tenders, a public draw is made among the most economically advantageous tenderers with an identical price.

Pogoji za priznanje usposobljenosti / Conditions for recognition of competence

Dopustna ponudba je ponudba, ki jo predloži ponudnik, za katerega ne obstajajo razlogi za izključitev in ki izpolnjuje pogoje za sodelovanje, njegova ponudba ustreza potrebam in zahtevam naročnika, določenim v tehničnih specifikacijah in v dokumentaciji v zvezi z oddajo javnega naročila, je prispela pravočasno, pri njej ni dokazano nedovoljeno dogovarjanje ali korupcija, naročnik je ni ocenil za neobičajno nizko in cena ne presega zagotovljenih sredstev naročnika.

Ponudnik mora pripraviti ponudbo v skladu z zahtevami iz te razpisne dokumentacije. V nadaljevanju so opredeljene zahteve, ki jih mora izpolnjevati ponudnik. Naročnik lahko ponudnika iz sodelovanja izključi tudi v ostalih primerih za katere tako določa zakon (šesti odstavek 75. člena ZJN-3).

(An admissible tender is a tender submitted by a tenderer for which there are no grounds for exclusion and who qualifies for participation, its tender corresponds to the needs and requirements of the contracting authority specified in the technical specifications and in the documentation relating to the award of the contract, arrived in a timely manner, unauthorized collusion or corruption has not been proven, the contracting authority did not consider it unusually low and the price does not exceed the assured funds of the subscriber.

The tenderer must comply with all conditions listed in this chapter. Below listed are the requirements that must be fulfilled by the tenderer. The contracting authority may also exclude the tenderer from the cooperation in other cases for which the law so provides (paragraph 6 of Article 75 of the ZJN-3).)

Razlogi za izključitev / Grounds for exclusion

<p>POGOJ 1 Nekaznovanost</p> <p>/</p> <p>Condition No. 1</p> <p>Impunity</p>	<p>Naročnik bo iz sodelovanja v postopku javnega naročanja izključil gospodarski subjekt, če ugotovi, da je bila <u>gospodarskemu subjektu ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa</u> tega gospodarskega subjekta ali ki ima <u>pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem</u>, izrečena pravnomočna sodba za dejanje, ki ima elemente kaznivih dejanj naštetih v 75. členu ZJN-3.</p> <p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p> <p><i>The tenderer and/or a person who is a member of an administrative, managing or supervisory body of this economic operator or who has the authority to represent them or make decisions or supervise it have not been convicted by a final judgement for criminal acts from the first paragraphs of Article 75 ZJN-3.</i></p> <p><i>The contracting authority will exclude the economic operator from the public procurement procedure at any time in the procedure if it proves that, before or during the public procurement procedure, entity is in one of the abovementioned positions in relation to the acts committed or not carried out.</i></p>
<p>DOKAZILO</p> <p><i>Proof</i></p>	<p>Izpolnjen Obrazec KROVNA IZJAVA in ESPD.</p> <p>Naročnik bo v fazi pregledovanja prijav od ponudnikov zahteval predložitev dokazil skladno z določilom 77. člena ZJN-3, iz katerih bo izhajalo, ali je na rok za oddajo ponudb podan razlog za izključitev prijavitelja.</p> <p><i>A completed Offer declaration (Form No. 2) and ESPD form (Form No. 2.1).</i></p> <p><i>At the stage of reviewing tenders, the contracting authority will require tenderers to submit documents/statements in accordance with the provision of Article 77 of the Public Procurement Law (ZJN-3).</i></p>

<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz prvega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><u>For foreign tenderers:</u></p> <p><i>If a Member State or a third country does not issue the aforementioned means of proof, or if they do not include all cases defined in the first paragraph of Article 75 of the ZJN-3, the tenderer may replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the economic operator is established.</i></p>
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint tenders</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen Obrazec KROVNA IZJAVA in ESPD.</p> <p><i>A completed Offer declaration (Form No. 2) and ESPD (form No. 2.1.).</i></p>
<p>Podizvajalci</p> <p><i>Subcontractors</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec Izjava zastopnika podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions (Form No. 8).</i></p>

<p>POGOJ 2</p> <p>Plačani davki in prispevki</p> <p>/</p> <p>Condition No. 2</p> <p>Paid taxes and contributions</p>	<p>Naročnik bo iz sodelovanja v postopku javnega naročanja izključil gospodarski subjekt, če ugotovi, da gospodarski subjekt <u>ne izpolnjuje obveznih dajatev in drugih denarnih nedavčnih obveznosti</u> v skladu z zakonom, ki ureja finančno upravo, ki jih pobira davčni organ v skladu s predpisi države, v kateri ima sedež, ali predpisi države naročnika, če vrednost teh neplačanih zapadlih obveznosti na dan oddaje ponudbe znaša 50 eurov ali več. Šteje se, da gospodarski subjekt ne izpolnjuje obveznosti iz prejšnjega stavka tudi, če na dan oddaje ponudbe <u>ni imel predloženih vseh obračunov davčnih odtegljajev za dohodke iz delovnega razmerja</u> za obdobje zadnjih petih let do dne oddaje ponudbe ali prijave.</p> <p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p> <p><i>V primeru, če gospodarski subjekt ne izpolnjuje obveznih dajatev in drugih denarnih nedavčnih obveznosti v skladu z zakonom, ki ureja finančno upravo, ki jih pobira davčni organ v skladu s predpisi države, v kateri ima sedež, ali predpisi države naročnika, če vrednost teh neplačanih zapadlih obveznosti na dan oddaje ponudbe ali prijave ali preverjanja znaša 50 eurov ali več ali če na dan oddaje vloge ali preverjanja ta subjekt ni imel predloženih vseh obračunov davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do dne oddaje vloge, se dovoli popravni mehanizem v skladu z drugim odstavkom 38. člena Zakona o interventnih ukrepih za omilitev in odpravo posledic</i></p>
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	<p>epidemije COVID-19 (Uradni list št. 80/2020, v nadaljevanju: ZIUOOPE). Naročnik v tem primeru določi primeren rok, v katerem mora gospodarski subjekt obveznosti izpolniti, ta rok pa ne sme biti daljši od 30 dni.</p> <p>On submission day the economic operator must cover mandatory duties and other financial non-tax obligations in accordance with legislation that governs the financial administration collected by the tax authority in accordance with national legislation of the country in which the operator is based, or legislation of the contracting authority's country, or that the value of unpaid outstanding liabilities on the day of submitting the tender or application amounts to 50 EUR or less. On the day the tender is submitted the economic operator must have submitted all balance statements of tax withholdings for income from an employment relationship for the period of the last five years up to the day the tender is submitted.</p> <p>The contracting authority will exclude the economic operator from the public procurement procedure at any time in the procedure if it proves that, before or during the public procurement procedure, entity is in one of the abovementioned positions in relation to the acts committed or not carried out.</p> <p>In the event that an economic operator fails to comply with mandatory duties and other monetary non-tax obligations in accordance with the law governing the financial administration collected by the tax authority in accordance with the regulations of the country in which it is established or the regulations of the country of the Contracting Authority, due on the date of submission of the tender or application or verification amount to EUR 50 or more, or if on the day of submission of the application or verification this entity has not submitted all withholding tax returns for the period of the last five years mechanism in accordance with the second paragraph of Article 38 of the Intervention Measures Act to mitigate and eliminate the consequences of the COVID-19 epidemic (Official Gazette No. 80/2020, hereinafter: ZIUOOPE). In this case, the contracting authority shall set an appropriate period within which the economic operator must fulfill the obligations, which period may not exceed 30 days.</p>
DOKAZILO Proof	Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD. A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2) for all economic operators in the tender.
NAVODILO / OPOMBA Instruction / Note	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz drugega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><u>For foreign tenderers:</u></p> <p>If a Member State or a third country does not issue the aforementioned means of proof, or if they do not include all cases defined in the second paragraph of Article 75 of the ZJN-3, the tenderer may replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the economic operator is established.</p>
Partnerji v skupni ponudbi Partners in joint tenders	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD. A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2).</p>
Podizvajalci	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p>

Subcontractors	<p>Izpolnjen in podpisan Obrazec Izjava zastopnika podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions (Form No. 8).</i></p>
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<p>POGOJ 3 Ponudnik ni izločen iz postopkov oddaje javnih naročil</p> <p>/</p> <p>Condition No. 3</p> <p>The tenderer is not excluded from the procurement procedures</p>	<p>Naročnik bo iz postopka javnega naročanja izključil gospodarski subjekt, če je ta na dan, ko poteče rok za oddajo ponudb ali prijav, izločen iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z negativnimi referencami.</p> <p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p> <p><i>On the day when the deadline to submit tenders expires, the economic operator is not classified in the record of economic operators with negative references from point a) of paragraph four Article 75 ZJN-3.</i></p> <p><i>The contracting authority will exclude the economic operator from the public procurement procedure at any time in the procedure if it proves that, before or during the public procurement procedure, entity is in one of the abovementioned positions in relation to the acts committed or not carried out.</i></p>
<p>DOKAZILO</p> <p><i>Proof</i></p>	<p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p>Naročnik bo izpolnjevanje pogoja preveril v evidenci ponudnikov z negativnimi referencami, ki jo vodi ministrstvo, pristojno za javna naročila.</p> <p><i>A completed Offer declaration (Form No. 2) and ESPD form (Form No. 2.1) for all economic operators in the tender.</i></p> <p><i>The Contracting Authority will check the fulfillment of the condition in the register of tenderers with negative references, conducted by the ministry responsible for public procurement.</i></p>
<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	/
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint tenders</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2).</i></p>
<p>Podizvajalci</p> <p><i>Subcontractors</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec Izjava zastopnika podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions (Form No. 8).</i></p>

<p>POGOJ 4 Prekršek v zvezi s plačilom za delo</p> <p>/</p> <p>Condition No. 4</p> <p>An offence relating to payment for work</p>	<p>Naročnik bo iz postopka izključil gospodarski subjekt, če je v zadnjih treh letih pred potekom roka za oddajo ponudb ali prijav pristojni organ Republike Slovenije ali druge države članice ali tretje države pri njem ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno, za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.</p> <p>V kolikor je gospodarski subjekt v položaju iz zgornjega odstavka, lahko naročniku v skladu s Sklepom Ustavnega sodišča RS št. U-I-180/19-17 in ob smiselni uporabi devetega odstavka 75. člena ZJN-3 predloži dokazila, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razlogov za izključitev.</p> <p><i>In the last three years before the deadline to submit tenders the economic operator was not imposed a fine twice on account of an offence relating to payment for work, working hours, rest periods, work on the basis of civil law contracts, despite the existence of elements of an employment relationship, or in relation to undeclared employment, in a final judgement of a competent authority of the Republic of Slovenia or another Member State or third country.</i></p> <p><i>If the economic operator is in the situation referred to in the above paragraph, in accordance with the Decision of the Constitutional Court of the RS no. U-I-180 / 19-17 and, mutatis mutandis, applying ninth paragraph of Article 75 of the Public Procurement Law (PPL-3), the economic operator may provide evidence that it has taken sufficient steps to prove its reliability despite the existence of reasons for exclusion.</i></p>
<p>DOKAZILO</p> <p><i>Proof</i></p>	<p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p><i>A completed Offer declaration (Form No. 2) and ESPD form (Form No. 2.1) for all economic operators in the tender.</i></p>
<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz četrtega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><u>For foreign tenderers:</u></p> <p><i>If a Member State or a third country does not issue the aforementioned means of proof, or if they do not include all cases defined in the forth paragraph of Article 75 of the ZJN-3, the tenderer may replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the economic operator is established.</i></p>
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint tenders</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2).</i></p>
<p>Podizvajalci</p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p>

Subcontractors	<p>Izpolnjen in podpisan Obrazec Izjava zastopnika podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions (Form No. 8).</i></p>
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Poslovna in finančna sposobnost / Economic and financial standing

<p>POGOJ 1 Sposobnost za opravljanje poklicne dejavnosti</p> <p>/</p> <p>Condition No. 1 Eligibility to perform a professional activity</p>	<p>Gospodarski subjekt je vpisan v enega od poklicnih ali poslovnih registrov, ki se vodijo v državi članici, v kateri ima gospodarski subjekt sedež. Seznam poklicnih ali poslovnih registrov v državah članicah Evropske unije določa Priloga XI Direktive 2014/24/EU.</p> <p><i>The economic operator must be registered in a professional or business register which is held in the Member State in which the economic operator is based. The list of professional or business registers in the Member States of the European Union is set out in Annex XI of Directive 2014/24/ EU.</i></p>
<p>DOKAZILO</p> <p><i>Proof</i></p>	<p>Izpolnjen Obrazec KROVNA IZJAVA in ESPD.</p> <p>Naročnik lahko izpolnjevanje navedenega pogoja preveri v uradnih registrih in evidencah.</p> <p><i>A completed Offer declaration (Form No. 2) and ESPD (form No. 2.1). The contracting authority may check the fulfillment of this condition in the official registers and records.</i></p>
<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Dokazilo: Krovna izjava, ESPD in Dokazilo iz uradnih evidenc o izpolnjevanju navedenega pogoja. Če država, v kateri ima kandidat oziroma ponudnik svoj sedež, ne izdaja dokazil iz uradnih evidenc, bo naročnik namesto pisnega dokazila sprejel zapriseženo izjavo prič ali zapriseženo izjavo kandidata oziroma ponudnika.</p> <p><u>For foreign tenderers:</u></p> <p>Proof: A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2) and the certificate from the Business Registers Agency, i.e. registry certificate from the competent Commercial Court. If a Member State or a third country does not issue the aforementioned certificate, the tenderer may replace it with a sworn statement of witnesses or with a sworn statement from the tenderer.</p>
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint tenders</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p><i>A completed ESPD form (Form No. 2.1) and Offer declaration (Form No. 2).</i></p>

Podizvajalci <i>Subcontractors</i>	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Izpolnjen in podpisan Obrazec Izjava zastopnika podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD. <i>A completed ESPD form (Form No. 2.1) and Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions (Form No. 8).</i>
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POGOJ 2 Letni čisti prihodek od prodaje / Condition No. 2 Annual net sales revenues	Ponudnik oziroma skupina ponudnikov mora izkazati, da je imela čiste prihodke od prodaje v zadnjih treh zaključenih poslovnih letih (upoštevajo se leta 2017, 2018 in 2019) v višini najmanj 800.000,00 EUR za posamezno poslovno leto. <i>The tenderer or group of tenderers (partners in joint tenders) must prove that they had net sales revenues in the last three completed business years (taking into account 2017, 2018 and 2019) in the amount of at least EUR 800,000.00 for an individual business year.</i>
DOKAZILO <i>Proof</i>	Ponudnik mora v ponudbi priložiti: <ul style="list-style-type: none"> - izpolnjen obrazec KROVNA IZJAVA, - izpolnjen obrazec ESPD ter - priložiti letne računovodske izkaze za zadnja tri zaključena poslovna leta pred rokom za predložitev ponudbe (upoštevajo se leta 2017, 2018 in 2019) ali adekvatno dokazilo iz katerega izhajajo zahtevani podatki. <i>The Tenderer must submit:</i> <ul style="list-style-type: none"> - a completed Offer declaration (Form No. 2) - a completed ESPD (form No. 2.1) and - Annual financial statements for the last three completed financial years before the deadline for submission of tenders (taking into account 2017, 2018 and 2019) or adequate proof from which the required data are derived.
NAVODILO / OPOMBA <i>Instruction / Note</i>	/
Partnerji v skupni ponudbi <i>Partners in joint tenders</i>	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Partnerji morajo predložiti dokazila, ki so zahtevana za ponudnika. Partners must provide the same evidence required for the tenderer.
Podizvajalci <i>Subcontractors</i>	NI POTREBNO izpolnjevati pogoja / no need to fulfill the condition

Tehnična in strokovna sposobnost / Technical and professional ability

<p>POGOJ 1 Reference ponudnika / Condition No. 1 Tenderer's references</p>	<p>Ponudnik mora izkazati, da je pred objavo tega javnega naročila na Portalu javnih naročil uspešno izvedel najmanj naslednje reference:</p> <ul style="list-style-type: none"> • vsaj eno dobavo in montažo odsesovalnega sistema z ventilatorjem za odvod plinov pri povišani temperaturi, s kapaciteto najmanj 100.000 m³/h; IN • vsaj eno dobavo in montažo merilne opreme, skladne z ISO 9705-1:2016 in ISO 24473:2008, za analizo koncentracije kisika O² (paramagnetni), ogljikovega dioksida CO² (NDIR) in ogljikovega monoksida CO (NDIR), z negotovostjo analizatorja plinov 0,05 % za kisik (ali bolje), in 0,1 % (ali bolje) za CO in CO²; IN • vsaj eno dobavo in montažo merilnega sistema za vzorčenje, transport in analizo dimnih plinov, skladno z zahtevami ISO 19702:2015 (FTIR) <p>Upoštevale se bodo izključno že zaključene reference.</p> <p><i>The tenderer must prove that prior to the publication of this public procurement on the Public Procurement Portal, it has successfully the following references:</i></p> <ul style="list-style-type: none"> • <i>at least one supply and installation of a suction system with an exhaust fan at elevated temperature, with a capacity of at least 100,000 m³ / h;</i> <i>AND</i> • <i>at least one supply and installation of measuring equipment in accordance with ISO 9705-1: 2016 and ISO 24473: 2008 for the analysis of oxygen concentration O² (paramagnetic), carbon dioxide CO² (NDIR) and carbon monoxide CO (NDIR), with uncertainty of the gas analyzer 0.05% for oxygen (or better), and 0.1% (or better) for CO and CO²;</i> <i>AND</i> • <i>at least one supply and installation of a measuring system for sampling, transport and analysis of flue gases, in accordance with the requirements of ISO 19702: 2015 (FTIR)</i> <p><i>Only completed references will be considered.</i></p>
<p>DOKAZILO <i>Proof</i></p>	<p>Gospodarski subjekt izpolnjevanje pogoja dokazuje z:</p> <ul style="list-style-type: none"> - izpolnitvijo obrazca Referenčna lista ponudnika. <p><i>The tenderer proves compliance with the condition by:</i></p> <ul style="list-style-type: none"> - <i>completed form »Reference List of the Tenderer«.</i>
<p>NAVODILO / OPOMBA <i>Instruction / Note</i></p>	<p>Naročnik si pridržuje pravico, da navedene reference preveri in od ponudnikov naknadno v fazi pregledovanja in ocenjevanja ponudb zahteva tudi potrjena referenčna potrdila o dobro opravljenem delu.</p> <p><i>The contracting authority reserves the right to verify the references and, from the tenderers, subsequently, at the stage of the review and evaluation of tenders, also requires certified reference.</i></p>
<p>Partnerji v skupni ponudbi <i>Partners in joint tenders</i></p>	<p>KUMULATIVNO izpolnjevanje pogoja Cumulative fulfillment of the condition</p>
<p>Podizvajalci <i>Subcontractors</i></p>	<p>KUMULATIVNO izpolnjevanje pogoja Cumulative fulfillment of the condition</p>

<p>POGOJ 2 Kadrovske in tehnične zmogljivosti / Condition No. 2 Human and technical capacities</p>	<p>Ponudnik mora razpolagati z zadostnimi kadrovskimi in tehničnimi zmogljivostmi za zagotovitev izvedbe predmeta javnega naročila.</p> <p><i>The tenderer must have sufficient human and technical capacities to ensure the implementation of the subject of the public procurement.</i></p>
<p>DOKAZILO <i>Proof</i></p>	<p>Ponudnik mora v ponudbi priložiti:</p> <ul style="list-style-type: none"> - izpolnjen obrazec KROVNA IZJAVA, - izpolnjen obrazec ESPD <p><i>The Tenderer must submit:</i></p> <ul style="list-style-type: none"> - a completed Offer declaration (Form No. 2) - a completed ESPD (form No. 2.1)
<p>NAVODILO / OPOMBA <i>Instruction / Note</i></p>	<p>/</p>
<p>Partnerji v skupni ponudbi <i>Partners in joint tenders</i></p>	<p>KUMULATIVNO izpolnjevanje pogoja Cumulative fulfillment of the condition</p>
<p>Podizvajalci <i>Subcontractors</i></p>	<p>KUMULATIVNO izpolnjevanje pogoja Cumulative fulfillment of the condition</p>

Finančna zavarovanja / Financial insurance

Zavarovanje za resnost ponudbe / Tender security guarantee

Instrument zavarovanja: bianco menica z menično izjavo ali bančna garancija oz. kavcijsko zavarovanje pri zavarovalnici

Višina zavarovanja: 15.000,00 EUR

Čas veljavnosti: najmanj 90 dni po poteku roka za oddajo ponudb

Ponudnik mora predložiti originalno zavarovanje za resnost ponudbe, skladno z zgoraj navedenimi zahtevami in vzorcem zavarovanja (obrazec 4a ali 4b), ki je sestavni del razpisne dokumentacije. V primeru, da ponudnik zavarovanja ne bo predložil ali bo predložil zavarovanje, ki ni skladno z zahtevami naročnika in zato ni v celoti unovčljivo skladno z navedenimi zahtevami, bo naročnik takšno ponudbo zavrnil.

NAČIN PREDLOŽITVE (v primeru predložitve bianco menice z menično izjavo – obrazec 4a): Ponudnik zahtevano zavarovanje predloži **IZKLJUČNO po pošti na naslov naročnika ali osebno na naslov naročnika (in ne prek aplikacije e-JN kot preostali del ponudbe) najkasneje do roka za oddajo ponudb.**

NAČIN PREDLOŽITVE (v primeru predložitve bančne garancije oz. kavcijskega zavarovanja pri zavarovalnici): Ponudnik zahtevano zavarovanje predloži **po pošti na naslov naročnika ali osebno na naslov naročnika ali prek aplikacije e-JN (kot preostali del ponudbe), če je veljavnost le-tega možno elektronsko preveriti in njegovo morebitno unovčenje ni vezano na original dokument v papirni obliki. Zahtevano zavarovanje se predloži najkasneje do roka za oddajo ponudb.**

(Insurance instrument: bill of exchange with a bill of exchange statement or bank guarantee or insurance bond)

Insurance amount: 15.000,00 EUR

Validity period: at least 90 days after the deadline for submission of tenders

The tenderer must submit the original financial insurance, in accordance with the above requirements and samples, which are an integral part of the tender documentation (Form No. 4a or 4b). In the event that the tenderer does not submit or submits insurance that does not comply with the requirements of the contracting authority and therefore is not fully redeemable in accordance with the stated requirements, the contracting authority will reject such tender.

METHOD OF SUBMISSION (in case submitting bill of exchange with a bill of exchange statement – form No. 4a): The tenderer submits the required insurance *EXCLUSIVELY* by post to the address of the contracting authority or in person to the address of the contracting authority (and not via e-JN application like the rest of the tender documentation) till the deadline for submission of tenders.

METHOD OF SUBMISSION (in case of submitting bank guarantee or insurance bond – form No. 4b): The tenderer submits the required insurance *by post to the address of the contracting authority or in person to the address of the contracting authority or via e-JN application (like the rest of the tender documentation) if its validity can be verified electronically and its eventual redemption is not linked to the original paper document.* The required security shall be submitted no later than the deadline for submission of tenders.

Zavarovanje za dobro izvedbo pogodbenih obveznosti / Performance guarantee

Instrument zavarovanja: bančna garancija oz. kavcijsko zavarovanje pri zavarovalnici.

Višina zavarovanja: 10,00 % celotnega pogodbenega zneska z DDV

Čas veljavnosti: najmanj 30 dni po poteku roka za izvedbo vseh pogodbenih obveznosti

Izbrani ponudnik bo moral zahtevano zavarovanje predložiti najkasneje v 10 (desetih) delovnih dneh po podpisu pogodbe. Podpisana pogodba velja pod odločnim pogojem predložitve zahtevanega zavarovanja.

Ponudnik s predložitvijo ponudbe soglaša (Obr. 2: Krovna izjava), da bo v primeru, če je izbran kot ekonomsko najugodnejši, predložil zahtevano finančno zavarovanje za dobro izvedbo pogodbenih obveznosti. Bančna garancija ali kavcijsko zavarovanje se izda v skladu z obrazcem št. 5.

Zavarovanje za dobro izvedbo pogodbenih obveznosti naročnik lahko unovči, če izvajalec svojih obveznosti do naročnika ne izpolni skladno s pogodbo, v dogovorjeni kvaliteti, količini in roku.

(Insurance instrument: bank guarantee or insurance bond)

Insurance amount: 10,00 % of the total contract value

Validity period: at least 30 days after the deadline for the execution of all contractual obligations

The selected tenderer will be required to submit the required insurance within 10 working days after signing the contract, in the amount of 10 % of the total contract value. The signed contract is valid under a deferral condition for submitting the required insurance.

By submitting a tender the tenderer agrees (in Form No. 2: Offer declaration) that in case he is selected as the economically most advantageous, he will obtain a financial insurance for good execution of the contractual obligation. The bank guarantee or insurance bond is issued in accordance with the sample Form No. 5.

The Contracting Authority may redeem the performance assurance if the Contractor fails to fulfill its obligations to the Contracting Authority in accordance with the Contract, within the agreed quality, quantity and time.)

Zavarovanje za odpravo napak v garancijskem roku / Warranty guarantee

Instrument zavarovanja: bančna garancija oz. kavcijsko zavarovanje

Višina zavarovanja: 5,00 % celotnega pogodbenega zneska z DDV

Čas veljavnosti: najmanj 30 dni po poteku splošnega garancijskega roka

Izbrani ponudnik bo moral za zavarovanje odprave napak v garancijskem roku predložiti zahtevano zavarovanje, in sicer najkasneje v 10 (desetih) delovnih dneh po podpisu primopredajnega zapisnika.

Finančno zavarovanje za odpravo napak v garancijskem roku služi naročniku kot jamstvo za vestno izpolnjevanje izvajalčevih obveznosti do naročnika v času garancijskega roka. V kolikor se garancijski rok podaljša, se mora hkrati za enako obdobje podaljšati tudi rok veljavnosti finančnega zavarovanja za odpravo napak v garancijskem roku.

Naročnik ima pravico unovčiti finančno zavarovanje za odpravo napak v garancijskem roku, če ponudnik ne bo izvrševal garancijskih obveznosti.

Ponudnik s predložitvijo ponudbe soglaša (Obr. 2: Krovna izjava), da bo v primeru, če je izbran kot ekonomsko najugodnejši, predložil zahtevano finančno zavarovanje za odpravo napak. Bančna garancija ali kavcijsko zavarovanje pa se izda v skladu z obrazcem št. 6.

(Insurance instrument: a bank guarantee or insurance bond)



ZAVOD ZA
GRADENIŠTVO
SLOVENIJE

SLOVENIAN
NATIONAL BUILDING
AND CIVIL ENGINEERING
INSTITUTE



REPUBLIKA SLOVENIJA
MINISTRSTVO ZA IZOBRAŽEVANJE,
ZNANOST IN ŠPORT



EVROPSKA UNIJA
EVROPSKI SKLAD ZA
REGIONALNI RAZVOJ
NALOŽBA V VAŠO PRIHODNOST

Insurance amount: 5,00 % of the total contract value

Validity period: at least 30 days after the expiration of the warranty period

The selected tenderer will be required to submit the required insurance within 10 (ten) working days after the quantity and quality acquisition of the supplied equipment.

Warranty guarantee during the warranty period serves the contracting authority as a guarantee for the diligent fulfillment of the contractor's obligations during the warranty period. If the warranty period is extended, the validity period of the financial guarantee for the elimination of errors within the warranty period must also be extended for the same period.

The contracting authority has the right to realize a financial guarantee for the elimination of errors within the warranty period if the contractor fails to execute the guarantee obligations.

By submitting a tender the tenderer agrees (in Form No. 2: Offer declaration) that in case he is selected as the economically most advantageous, he will obtain the requested warranty guarantee. The bank guarantee or insurance bond is issued in accordance with the sample Form No. 6.