

Ref. No.:

**TENDER DOSSIER**

**FOR THE AWARD OF PUBLIC CONTRACT IN OPEN PROCEDURE**

OBJECT OF THE PUBLIC PROCUREMENT:

**Supply and instalation of chairlift**

October, 2022

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## **A. INVITATION TO TENDER**

### **A.01 CONTRACT INFORMATION**

Pursuant to Article 40 of the Public Procurement Act (ZJN-3) (Uradni list RS, št. 91/15 et. al.), the contracting authority Velika planina, d.o.o., Kamniška Bistrica 2, 1242 Stahovica, Slovenia, invites interested tenderers to submit their tenders according to the requirements of the tender dossier for the public contract »Supply and instalation of chairlift« (hereinafter: public contract). This tender is not divided into lots and tenderers must offer the entire quantities called for in the tender dossier.

Type of contract award procedure: open procedure.

The investment is co-financed by the Republic of Slovenia and the European Union from the European Regional Development Fund as part of the Union's response to the COVID-19 pandemic.

### **A.02 INFORMATION ON THE CONTRACTING AUTHORITY**

Contracting Authority: Velika planina, d.o.o., Kamniška Bistrica 2, 1242 Stahovica, Slovenia.

Contact person: Mark Anžur

### **A.03 OBJECT OF THE PUBLIC PROCUREMENT**

The subject of the public procurement is the supply and installation of a six-seat convertible chairlift in accordance with the technical specifications of this public procurement.

#### **A.03.1. GENERAL REQUIREMENTS**

- The passenger chairlift offered must be designed and constructed in accordance with Regulation (EU) 2016/424 of the European Parliament and of the Council of 9 March 2016 on passenger chairlift installations.
- The passenger chairlift offered must be designed and constructed in accordance with the CEN standards currently in force.
- The proposed chairlift installations for the transport of persons must be designed and constructed in accordance with the Slovenian national legislation governing the construction, commissioning and operation of chairlift installations
- The proposed chairlift passenger transport installation shall be designed and constructed in accordance with DGD project documentation No 4-02/22, produced by FEM Consulting, Maribor, drawing no. 01 – Situation and longitudinal section (hereinafter referred to as DGD).
- The proposed chairlift passenger transport installation must be designed and constructed in accordance with the content, provisions and terms of the Permit for the construction of the Šimnovec chairlift installation, which will be issued by the competent administrative authority in the Republic of Slovenia.

### A.03.2. **DESIGN, CONSTRUCTION AND COMMISSIONING REQUIREMENTS**

The Tenderer must also take into account, among other things, the following requirements for the design, construction and commissioning of the chairlift installation, as well as the subsystems and safety features:

- The offered chairlift installation shall be designed, operated and maintained in accordance with the following principles, which shall be applied in the order listed:
  - Eliminate or, if this is not possible, reduce risks through appropriate design and construction procedures.
  - Identify and implement all necessary measures to protect against risks that cannot be eliminated by design and construction.
  - Identify and specify the precautionary measures that should be taken to prevent risks that cannot be fully eliminated by the provisions and measures referred to in paragraphs 1 and 2.
- the chairlift installation, the subsystems and all safety components of the installation must be dimensioned, designed and constructed so as to withstand with a satisfactory degree of safety all the loads which are possible under the conditions envisaged, including those which occur when the installation is not in operation, and in particular taking into account external influences, dynamic effects and overloading phenomena, and the recognised state of the art, in particular with regard to the choice of materials.
- The chairlift installations, subsystems and all safety components must be designed and constructed in such a way as to ensure that they can be safely assembled and installed.
- Safety components must be designed in such a way that installation errors are excluded, either as a result of construction or by appropriate markings on the components themselves.
- Safety components must be designed and constructed and used in such a way as to ensure that the operational integrity and/or safety of the chairlift installation, as defined in the safety analysis, is ensured in every case, so that the likelihood of failure is minimised and the safety factor is adequate
- The chairlift installation must be designed and constructed in such a way as to ensure that, during operation, any failure of an element likely to compromise safety is remedied by appropriate action taken in a timely manner.
- The chairlift installation must be designed and constructed in such a way as to enable routine and special maintenance and repairs to be carried out safely.
- The chairlift installation must be designed and constructed in such a way that any pollution of the environment by toxic gases, noise emissions or vibrations inside and outside the installation is kept within the prescribed limits.
- The chairlift installation must be designed to operate safely, taking into account the characteristics of the terrain and surroundings, the atmospheric and meteorological conditions, all possible objects and obstacles placed in the vicinity, whether on the ground or in the air, in a manner which does not pollute the environment and does not endanger safety, under all operating and servicing conditions or in the event of rescue of persons.
- Stations and trackside structures must be designed, located and equipped in such a way as to ensure stability, to allow the safe guidance of ropes, vehicles and traction equipment and to allow safe maintenance under all operating conditions.
- The areas for entering and leaving the installation must be designed in such a way as to ensure the safety of vehicular and personal traffic. The movement of vehicles in stations

must be carried out without danger to persons, taking into account their active participation in the movement of the installations.

- The propulsion system of the chairlift installation must be sufficiently efficient and powerful and adaptable to different systems and modes of operation.
- The control devices must be designed and constructed in such a way that they are safe and reliable, can withstand normal operating loads and external influences such as humidity, extreme temperatures or electromagnetic disturbances, and do not give rise to dangerous situations, even in the event of an operational fault.
- Vehicles must be designed and equipped in such a way that, under the intended operating conditions, passengers or members of the operating staff cannot fall from them or be endangered in any other way.
- Access to and from boarding and alighting areas and the boarding and alighting of passengers and operational staff must be organised in relation to the movement and stopping of vehicles in such a way as to ensure the safety of passengers and operational staff, in particular in areas where there is a risk of falling.
- Children and persons with reduced mobility must be able to use the chairlift safely.

#### A.03.3. TECHNICAL CHARACTERISTICS OF THE CHAIRLIFT ROUTE AND THE TECHNICAL REQUIREMENTS OF THE CONTRACTING AUTHORITY:

Type of device	convertible six-seater
Transport purpose	transport of skiers and passengers
Upper station	driving station
Lower station	tensioning and turning station
Intermediate station	entry/exit station
Number of line supports	estimated 12
Horizontal length	1311,00 m
Oblique length	1342,50 m
Altitude difference	258,00 m
Entry/exit angles, lower station	1406,50 m
Entry/exit angles, intermediate station	1611,00 m
Entry/exit angles, lower station	1664,50 m
Transport capacity	1452 persons/H
Speed	5 m/s
Sustained driving power	estimated 381 Kw
Start-up power	estimated 467 kW
Type of drive	electric motor drive with permanent magnets, without portable gear reducer ('direct drive')
Direction of rotation	clockwise

#### A.03.4. STATIONS

##### Upper Station – Driving Station

- Station made of steel construction, steel construction to be hot-dip galvanised.
- The station should be completely covered with the supplier's standard solution.
- Permanent magnet electric motor drive, without gear reducer ('direct drive').

- Suitable auxiliary drive according to the supplier's technology.
- Walking structure along the rope line for maintenance along the entire station.
- The length of the station should be adjusted to the parking of vehicles in the station.
- Anchor bolt set in jig.
- To accommodate the entry/exit of passengers (pedestrians in both directions of travel and skiers heading upwards).
- Technology should allow for service commissioning from the lower station, unmanned at the upper station.
- Automatic closing/opening of seat latches.
- Device for testing the force of the clamps.
- Automatic garaging of vehicles in stations.
- The design should be such that it is possible to inspect the operation of the mechanisms in the on/off walls from the inside so that it is not necessary to pass over these mechanisms to the outside, i.e. against the glass surface of the roof.
- Colour combinations to be determined by the investor in cooperation with the supplier.
- Automatic entrance door at the point of entry (for 6 persons).
- The control building should be located on the right side of the station (viewed from bottom to top).
- The control facility is not subject to delivery (the Tenderer must provide the minimum dimensions of the control facility required, according to the equipment to be provided).

#### **Lower Station – Tensioning and Turning Station**

- Station made of steel construction, steel construction to be hot-dip galvanised.
- The station should be fully covered with the supplier's standard solution.
- Hydraulic tensioning with independent control unit.
- Walking construction along the rope line for maintenance along the whole station.
- The length of the station should be adjusted to the parking of vehicles in the station.
- Anchor bolt set in jig.
- To accommodate the entry/exit of passengers (pedestrians in both directions of travel and skiers heading upwards).
- Entry from the right side (looking upwards).
- Technology should allow for service commissioning from the lower station, unmanned at the upper station.
- Automatic closing/opening of seat latches.
- Colour combinations to be determined by the investor in cooperation with the supplier.
- Device for testing the force of the clamps.
- A work platform for servicing of the couplers and vehicles should be integrated within the lower station.
- Ramp for parking of the service vehicle and up to three vehicles at the station.
- Automatic garaging of vehicles in stations.
- The structure should be designed in such a way that it is possible to inspect the operation of the mechanisms in the on/off walls from the inside so that it is not necessary to pass over these mechanisms to the outside, i.e. against the glass roof surface.
- Automatic access door at the point of entry (for 6 persons).
- The control facility should be located at the front of the point of entry.

- The control facility is not subject to delivery (the Tenderer must provide the minimum dimensions of the control facility required in relation to the equipment to be provided).

### **Intermediate Station**

- Station made of steel construction, steel construction to be hot-dip galvanised.
- The station should be covered in the rope guide line with the supplier's standard solution.
- Walking construction along the rope line for maintenance along the whole station.
- Anchor bolt set in jig.
- To accommodate the entry/exit of passengers (pedestrians in both directions of travel and skiers in the up direction).
- Automatic closing/opening of seat latches.
- Automatic entry door at entry point (for 6 persons).
- Device for testing the force of the clamps.
- The structure should be so designed that the operation of the mechanisms in the on/off walls can be inspected from the inside so that it is not necessary to pass over these mechanisms to the outside, i.e. against the glass surface of the roof.
- Colour combinations to be determined by the investor in cooperation with the supplier.
- The control building should be located on the right side of the station (viewed from bottom to top).
- The control building is not subject to delivery (the Tenderer must provide the minimum dimensions of the control building required in relation to the equipment to be provided).

### **Chairlift Line**

- Galvanised steel rope of appropriate diameter with braid.
- Galvanised in-line pipe support bollards located in accordance with the DGD design.
- Working platform on the column yoke next to the reel batteries with fall protection.
- Anchor bolt set in jig.
- Rope reels made of galvanised aluminium cast iron and rubber inserts for guiding the ropes with high abrasion resistance.
- Rope limiter on the inside of the rope reels.
- Rope catcher on the outside of the rope reels.
- Pre-assembly for helicopter mounting.

#### **A.03.5. VEHICLES**

- Adequate number of vehicles (seats) for the planned capacity of the chairlift, with a capacity of 6 passengers (estimated at 43).
- Ergonomic upholstered seats made of high-quality material.
- Detachable jack with two parallel springs, galvanised rack for 6 seats.
- RFID transporter for vehicle identification.
- Fall protection for children.
- 1 x service vehicle for servicing the chairlift line.
- Garaging of vehicles in stations.

#### **A.03.6. ELECTRICAL COMPONENTS AND CONTROL DEVICES**

- Complete supplier technology for chairlift operation.
- Complete low voltage and control wiring of all stations required for operation of the device.



- Earthing conductor along the entire line of the chairlift installation, including connection elements for all stations and line supports.
- Interconnecting control cable between stations and line supports, including connection elements for all stations and line supports.
- Control cable between stations, including connecting elements for all stations.
- Adequate number of wind gauges on the chairlift installation line.
- Sound system for line announcements, including communication station.
- Lighting of the stations and the chairlift installation line.
- Power cable to line supports for the lighting of the chairlift route.
- Low-voltage connection box with protectors.
- All control and connection cabinets at the stations necessary for the operation of the chairlift installation, in accordance with the technology offered.
- Control panel at each station.
- External portable unit for control and monitoring of operation.
- Visualisation at all stations and remote control and management.

Contracting authority's obligations:

- Connection to the LV network.
- Construction pit for laying conductors along the line.

#### A.03.7. **DOCUMENTATION**

- The Tenderer must provide the following documentation:
  - The complete line calculation and the longitudinal profile design of the chairlift installation, in accordance with the DGD documentation, within 45 days of the signature of the contract.
  - The exact coordinates of all foundations (x-y-z) within 45 days of the signature of the contract.
  - Detailed drawings of the substations and line supports within 45 days of signature of the contract.
  - The necessary calculations for the mechanical part of the chairlift installation within 45 days of the signature of the contract.
  - Static calculation of all foundations, including detailed plans of the formwork, foundations, necessary reinforcement and anchoring elements within 45 days of signature of the contract.
  - A safety analysis of the chairlift installation to be supplied at the time of handover.
  - Certificates of conformity for all subsystems and safety components of the chairlift installation, at the time of handover.
  - Manuals with operating and maintenance instructions in the Slovene language, at the time of handover.
  - All technical documentation relating to the chairlift installation and its components, at the time of handover.
- All documentation handed over shall be in the Slovene language.

#### A.03.8. **OTHER**

- The Tenderer must also include:
  - Rescue equipment of the scope and quality of the applicable standards.

- Tools and maintenance equipment for the maintenance of the chairlift installation in accordance with the instructions for use and maintenance.
- A device for manual opening of the retractable clamps with parallel double spring.
- A package of mechanical and electrical spare parts at the contracting authority's request in the amount of EUR 30,000.00.
- Information and warning signs in accordance with the national regulations in force, in the Slovene language, throughout the chairlift installation.
- The tender shall be accompanied by a profile and a situation drawing of the proposed chairlift installation in \*.dwg format.

#### **A.03.9. HANDOVER**

- Before handover, the Tenderer must ensure:
  - Accurate adjustment of the rope line in all stations and all line supports.
  - Complete all installation work in its entirety and ensure the operational functionality of the installation.
  - Perform all internal tests of the mechanical and electrical installations, even at full load.
- The Tenderer shall provide the contracting authority with professional assistance in the inspection of the installation by an authorised organisation in the Republic of Slovenia and in obtaining the necessary permits in the Republic of Slovenia.
- The Tenderer is obliged to provide the contracting authority with a report on the commissioning of the plant and the results of the tests carried out at the time of start-up.
- The Tenderer is obliged to train the operating personnel of the contracting authority during the commissioning phase (the contracting authority shall ensure the continuous presence of the operating personnel during the construction, assembly, testing and commissioning phases).
- At the handover stage, the Tenderer shall hand over to the contracting authority all documentation in the Slovene language relating to the installation and its maintenance and operation.
- The deadline for handover of the functional installation is 30 October 2023.

#### **A.03.10. DELIVERY TERMS**

- Supply of equipment in accordance with INCOTERMS 2020 (International Rules For The Interpretation of Trade Terms) clause:
- Delivered Duty Paid (DDP) Quarry car park (coordinates N46.287415, E14.677149), laid out as follows.
- Delivery times in accordance with the delivery schedule for the equipment and construction to be approved by the contracting authority on the Supplier's proposal.

#### **A.03.11. INSTALLATION**

- The Tenderer shall also offer, as part of the tender price, the installation of the hardware and electrical equipment of the tendered chairlift 'on a turnkey basis'.
- As part of the assembly work, the Tenderer is obliged to ensure adequate transport of the equipment from the unloading and storage site (Quarry car park – coordinates 46.287415, 14.677149) to the assembly site.

- The supply of the transport rope, the towing of the transport rope along the route of the chairlift and the construction of the rope web must also form an integral part of the tender.

Obligations of the contracting authority

- For the purpose of the installation, the contracting authority shall provide a suitable and secure storage area for the equipment.
- The contracting authority shall arrange and provide appropriate transport routes suitable for the machinery required for the installation (6t truck, 32t truck, 10t truck, etc.) from the place of unloading of the storage of the equipment to the place of installation (columns, stations).
- The contracting authority shall provide a construction pit for the installation of the electrical and control lines between the stations, between the line supports and in the stations, and backfill the construction pit after the installation of the lines has been completed.
- The contracting authority shall provide electricity for the installation of the chairlift installation
- The contracting authority shall ensure the presence of the operating staff of the new chairlift during the installation phase (for the training of the operating and maintenance staff).

#### **A.03.12. WARRANTY**

- The warranty period for the drive system for the supply of the chairlift must be at least 60 months (5 years).
- The warranty period for all other equipment included in the scope of supply of the chairlift installation shall be at least 24 months (2 years).

#### **A.04 DURATION OF THE CONTRACT**

Delivery deadline and all other important deadlines are defined in the contract, which is part of tender documentation.

#### **A.05 INFORMATION ON THE TENDERERS**

Tenders must fully comply with the tender dossier and must meet all the criteria for participation in this public procurement procedure.

Any legal or natural person registered for the activity that is the subject of the public contract and meets other criteria under this tender dossier may participate in the procurement procedure as a tenderer. A consortium of legal and natural persons who collectively meet the selection criteria or are registered for the activity that is the subject of the public contract may also participate in the procurement procedure.

Where a tenderer participates in multiple tenders, irrespective of whether it participates independently or as a partner in a joint venture or as a subcontractor, all tenders in which it participates shall be disqualified. Such tenders will be excluded.

Tenderers registered in a foreign country must meet the same criteria as the tenderers registered in the Republic of Slovenia.

#### **A.06 HOW TO OBTAIN THE TENDER DOSSIER**

The tender dossier with all its constituent parts is available for tenderers on the Public Procurement Portal ([www.enarocanje.si](http://www.enarocanje.si)).

## A.07 TENDER SUBMISSION

Tenderers shall submit their tenders in information system e-JN at web address <https://ejn.gov.si/eJN2>, according to title 3 of document "Navodila za uporabo informacijskega sistema za uporabo funkcionalnosti elektronske oddaje ponudb e-JN: PONUDNIKI" (hereinafter: Instructions for use of e-JN), which is part of tender dossier and published at web address <https://ejn.gov.si/eJN2>.

Tenderer shall register at web address <https://ejn.gov.si> prior of submitting their tenders, according to Instructions for use of e-JN. If the tenderer is already registered in e-JN information system, can login in the application at the same web address.

The tenderer's user, who is authorized to submit offers in the e-JN system, submits the offer by clicking on the "Submit" button. The e-JN system records the identity of the user and the time of submission of the bid. By submitting an offer, the user demonstrates and declares his willingness to submit a binding offer on behalf of the provider (Article 18 of the Obligations Code). By submitting an offer, it is binding for the time specified in the offer, unless the user of the provider withdraws or changes it before the deadline for submitting offers expires.

The contract shall be considered timely if it has been submitted in e-JN system <https://ejn.gov.si/eJN2> no later than on **15<sup>th</sup> November 2022 by 10.00 hours (Slovenian time/CET)**.

Tenderer can withdraw or change the tender by the deadline for submitting the tender. If tenderer withdraws the tender in e-JN information system, it is considered that the tender has not been submitted and the Contract Authority will not see the tender. If tenderer changes the tender in e-JN information system, the Contract Authority will see only the last version of submitted tender.

After the deadline for submitting tenders any submitting of tenders will not be possible.

Access to the connection for submitting electronical tender in this procedure is publisher on public procurement portal.

## A.08 OPENING OF TENDERS

Opening of tenders will be automatically in e-JN information system on **15<sup>th</sup> November 2022** starting at **11.00 hours** at <https://ejn.gov.si>.

Opening of tenders will proceed in e-JN information system automatically – at defined time the system will public open data about tenderers, variants (if they are allowed) and enable access to pdf document uploaded in section »Predračun«.

## A.09 ADDITIONAL EXPLANATION FOR TENDERERS

Explanations to the tender dossier may be requested exclusively through the Public Procurement Portal.

The contracting authority shall provide additional explanations regarding the tender dossier on or through the Public Procurement Portal by no later than **8<sup>th</sup> November 2022**. This applies only if request for additional explanation is provided timely. Questions regarding explanation of tender dossier shall be submitted until **2<sup>nd</sup> November 2022 by 12.00 hours** at least.

The contracting authority reserves the right to modify in part or amend the tender dossier and to extend the tender submission deadline if necessary. The information provided by the

contracting authority to tenderers on or via the procurement portal shall be deemed to be an amendment to or modification or clarification of the procurement documents if it implies that such information is to amend or modify these documents or if a clarification is used to eliminate an ambiguity in the information therein.

Contracting Authority:  
Velika planina, d.o.o.  
Tomaž Štefe, Manager

## **B. INSTRUCTIONS TO THE TENDERERS**

### **B.01 BASIC PART**

#### **B.01.1. LEGAL BASICS**

The public contract is awarded in accordance with the law of the Republic of Slovenia. The applicable legislation is the legislation governing the subject of the public contract.

The procedure shall be conducted in full compliance with applicable legislation. The tenderer is obliged to fulfil and observe, with respect to the subject of the public contract, all the provisions prescribed by the applicable legislation in terms of the subject of the public contract.

#### **B.01.2. JOINT TENDER - CONSORTIUM**

A joint tender is a tender in which several tenderers participate collectively and on equal terms.

Tenderers who submit a joint tender must, no later than before the conclusion of the contract, enclose a joint venture agreement, which will clearly state the following:

- a list of all partners in the group – participants in the consortium (title and address of partner, legal representative, registration number, tax number, transaction account number)
- nomination of the person responsible for the execution of the public contract,
- authorization for the person responsible for the execution of the contract and the person responsible for signing the tender and the contract,
- the scope of supplies delivered by individual tenderers and their responsibilities,
- a statement that all tenderers participating in the joint tender are familiar with the instructions for tenderers, tender conditions and award criteria and fully agree with them,
- a statement that all tenderers are familiar with the terms of payment under the tender dossier,
- provisions in the case of the withdrawal of any of the partners in the joint venture, and
- a statement that they have unlimited, joint and several liabilities to the contracting authority.

Each partner in the joint venture must comply with the criteria under items 0 of this tender dossier. Compliance with other criteria set by the contracting authority as to the tenderer's capacity and suitability is determined cumulatively, for all partners together, unless specified otherwise under a relevant criterion.

The contracting authority will make payments through the lead partner.

If the contract has been awarded to tenderers who have submitted a joint tender, the composition and constitution of the joint venture or consortium may not be altered during the performance of the contract. If any of the partners in the joint venture wishes to withdraw from the performance of the public contract or if any of the partners is subject to proceedings the purpose of which is termination of business activity, the contracting authority shall terminate the contract.

#### **B.01.3. SUBCONTRACTING**

A tenderer may perform the public contract itself or with subcontractors.

In the case of performance of the public contract with subcontractors the tenderer must

- list, in Form C.02 SUB-CONTRACTORS, all subcontractors (contact information and legal representatives) and each portion of the contract to be performed by the relevant subcontractor (subject, quantity, value, place and deadline of execution)
- enclose an ESPD form for each subcontractor
- enclose a subcontractor's consensus in form C.03 CONSENSUS – LEGAL PERSON
- enclose statements of any person who is a member of this economic operator's administrative, management or supervisory body or has powers of representation, decision or control therein in Form C.04 CONSENSUS - NATURAL PERSON
- enclose a subcontractor's statement in form C.05 SUBCONTRACTOR'S STATEMENT

If direct payment is requested by a subcontractor, direct payment to such a subcontractor shall be deemed mandatory and this obligation shall be binding on the contracting authority and the main contractor. Where a tenderer intends to perform the contract with a subcontractor that requests direct payment, the following shall be required:

- the main contractor shall sign a contract authorising the contracting authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor;
- the subcontractor shall submit a statement of consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the contracting authority instead;
- the main contractor's invoice or statement shall be accompanied by the subcontractor's invoice or interim certificate previously approved by the main contractor.

Where direct payment to a subcontractor is not mandatory, the contracting authority shall require the main contractor to submit, no later than 60 days after the payment of the final invoice or interim certificate, its written statement and a written statement by the subcontractor that the subcontractor has received payment for the works and services rendered or goods supplied under the contract.

During the performance of the public contract for works or services the main contractor must notify the contracting authority of any changes to the information under the first and second paragraph of this item and submit the information on the new subcontractors it intends to involve in the performance of such works or services within five days of the change. When involving new subcontractors, the main contractor must present also the information and documents referred to in the first and second paragraph of this item.

Where a tenderer intends to perform the contract with a subcontractor the criteria in part B.02.5 Exclusion grounds of this dossier must be met also by the subcontractor who participates in the performance of the public contract.

The contracting authority may also reject a proposal to replace a subcontractor or involve a new subcontractor where this could affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the contracting authority in the tender dossier. The contracting authority shall inform the main contractor of any such rejections (if any) of the new subcontractor within ten days of receipt of the proposal.

#### **B.01.4. RELIANCE ON THE CAPACITIES OF OTHER ENTITIES**

A tenderer may, regarding the criteria relating to economic and financial standing and to criteria relating to technical and professional ability, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. Regarding the criteria relating to the education and professional qualifications of the



service or works provider or those of the undertaking's managerial staff, and regarding the criteria relating to the relevant professional experience, the tenderer may rely on the capacities of other entities only where the latter are to perform the works or services for which these capacities are required. Where a tenderer wants to rely on the capacities of other entities it shall prove to the contracting authority that the necessary resources shall be available to it, for example by delivering a commitment by those entities to that effect. If the entities upon whose capacities the tenderer relies on do not meet the relevant selection criteria under this tender dossier and if there are grounds for their exclusion, the contracting authority shall require the entity that does not meet the criteria to be replaced.

In the case of relying on capacities of other entities the tenderer must:

- enclose an ESPD form for each such entity
- enclose an entity's consensus in form C.03 CONSENSUS – LEGAL PERSON
- enclose statements of any person who is a member of this economic operator's administrative, management or supervisory body or has powers of representation, decision or control therein in Form C.04 CONSENSUS - NATURAL PERSON
- enclose a subcontractor's statement in form C.05 SUBCONTRACTOR'S STATEMENT
- enclose a proof that he will have the capacities he refers to available.

Where a tenderer relies on the capacities of other entities regarding the criteria relating to economic and financial standing, the contracting authority shall require that the tenderer and those entities be jointly liable for the execution of the contract. Under the same conditions, a group of economic operators may rely on the capacities of participants in the group or of other entities.

#### **B.01.5. TERMINATION OF THE PROCUREMENT PROCEDURE, REJECTION OF ALL TENDERS AND WITHDRAWAL FROM THE IMPLEMENTATION OF PUBLIC PROCUREMENT**

The contracting authority may terminate the procurement procedure at any time prior to the expiry of the tender opening deadline. The contracting authority shall publish such a decision on the Public Procurement Portal. The tenders already submitted will be returned unopened to the respective tenderers and the contracting authority shall inform them of the termination of the public procurement procedure.

After the expiry of the time limit fixed for the opening of tenders, the contracting authority may reject all tenders at any stage of the procedure. Where the contracting authority has rejected all tenders, it shall inform tenderers or candidates of the reasons for such a decision and whether it intends to initiate a new procedure. The contracting authority shall immediately publish such a decision on the Public Procurement Portal.

Until the contract award decision becomes final the contracting authority may, having first determined the grounds for so doing, change its decision on its own initiative and replace it with a new decision to address the identified illegality. The contracting authority may change its contract award decision after having received a request for legal protection only if it has adopted a decision on the request for review before changing this decision. In this case, the new contract award decision shall be consistent with the decision on the request for review. When the contracting authority makes a new contract award decision in accordance with this paragraph, the time limit for exercising the right to legal protection shall run from the date of service of the new decision.



Once the contract award decision has become final, the contracting authority may withdraw from the contract award process before signing the contract on justified grounds that it no longer needs or does not have the funds available for the subject of the public contract or that it has reasonable cause to suspect that the contents of the contract were or could be the result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond its control have arisen that have rendered the performance of the contract impossible. In the event that the contracting authority withdraws from the contract award process it shall not conclude a contract or framework agreement with the selected tenderer and shall notify the tenderers or candidates of its decision and the grounds for its withdrawal in writing.

**The contracting authority explicitly reminds the tenderers that the investment is co-financed by the Republic of Slovenia and the European Union from the European Regional Development Fund as part of the Union's response to the COVID-19 pandemic, and that he will be entitled to co-financing only under the condition that he obtains a building permit in time. In the event that the contracting authority does not obtain a building permit or the conditions for signing a co-financing contract are not met, this will certainly be a reason for withdrawing from the implementation and not signing the contract.**

#### **B.01.6. ADMISSIBLE AMENDMENTS TO THE TENDER**

Where information or documentation to be submitted by the tenderer is or appears to be incomplete or erroneous, or where specific documents are missing, the contracting authority may request the tenderer to submit or amend the missing documents, to correct or clarify the relevant information or documentation within an appropriate time limit, provided that such request is made in full compliance with the principles of equal treatment and transparency. The contracting authority shall request the tenderer to provide an amendment, correction, modification or clarification of its tender only where a specific fact cannot be verified by the contracting authority itself. The submission of a missing document or the supplementation, correction or clarification of information or documentation may relate only to those elements of the tender whose existence before the expiry of the submission deadline can be objectively verified. If a tenderer fails to submit the missing document or supplement, correct or clarify the relevant information or documentation, the contracting authority shall exclude its tender from the contract award procedure.

Except where correcting or clarifying an obvious error, provided that such correction or clarification does not result in the submission of a new tender, the tenderer may not supplement or correct the following:

- their prices per unit net of VAT, value per item net of VAT, the total tender value net of VAT, except when the total value is changed in accordance with article 89 (7) of the Public Procurement Act (ZJN-3), or the tender in terms of criteria,
- the part of the tender relating to technical specifications of the subject matter of the contract;
- those elements of the tender that affect or might affect the classification of the tender in relation to other tenders received by the contracting authority during the procurement procedure.

Irrespective of the preceding paragraph, only the contracting authority may, subject to the tenderer's written consent, correct calculation errors identified during the examination and evaluation of tenders. The quantity and price per unit, net of VAT, may not be changed. Where

the contracting authority, during the examination and evaluation of tenders, finds that a calculation error has occurred due to an incorrect mathematical operation that was set in advance by the contracting authority, the contracting authority may, subject to the tenderer's written consent, correct the calculation error by calculating the value of the tender using the correct mathematical operation and taking into account the prices per unit, net of VAT, and quantities proposed by the tenderer. Irrespective of the preceding paragraph, the contracting authority may, subject to the tenderer's written consent, correct an erroneous VAT rate.

#### **B.01.7. CONTRACT AWARD NOTICE**

The contracting authority shall inform each tenderer of the award decision within five days after tender examination and evaluation.

The contracting authority will inform tenderers of its decision by publishing the signed award decision on the Public Procurement Portal. The decision shall be deemed to have been served on the day of its publication on the Public Procurement Portal.

#### **B.01.8. CONCLUSION OF CONTRACT**

The selected tenderer will be invited to sign the contract. If the tenderer fails to sign the contract within 10 days after the invitation it will be considered to have withdrawn its tender. In this case the contracting authority will claim reimbursement from such tenderer for all damages incurred.

#### **B.01.9. CONFIDENTIALITY OF DATA AND PROCEDURE**

Information reasonably designated by the tenderer as trade secret shall be used only for the public contract and shall not be made available to anybody other than the persons authorized by the contracting authority to execute the subject public contract. The tenderer may designate as trade secret the documents in accordance with the provisions of the law governing trade secrets. Despite the above, the contracting authority warns that specifications of the offered goods, services or construction and the quantity from this specification, the price per unit, the value of each item and the total value from the offer, as well as all those data that will affect the classification of the offer in the context of other criteria, are public.

The contracting authority will treat as confidential those documents in the tender marked with "CONFIDENTIAL", "TRADE SECRET" or similar designation and submitted in a separate envelope. It must be clearly indicated whether confidentiality applies to the document as a whole or only to part of the document or to a single item of information therein. Where confidential information is not indicated in said manner the contracting authority shall not be liable for any undue disclosure of such information.

Contracting authority will provide security of data which are considered as personal data, secrecy or tax secrecy according to applicable law.

#### **B.01.10. LEGAL REMEDIES**

Legal remedies are subject to the Legal Protection in the Public Procurement Procedure Act ("ZPVPJN"). A request for review may be filed by any party that has or had an interest in being awarded a public contract and who suffered or could suffer damage due to the alleged breach.

A request for review may be filed at any stage of the contract award procedure and against any action of the contracting authority unless otherwise prescribed by ZJN-3 and ZPVPJN.

The request for review shall be submitted in the deadline set in Article 25 of ZPVPJN.

A request for legal remedy may be filed by a person with the capacity to initiate proceedings as defined by Article 14 of ZPVPJN.

The request for review must comprise all elements set in Article 15 of ZPVPJN.

With the request for review the applicant shall submit a confirmation of payment of the court fee in the amount of EUR 4,000, if the request for review concerns the content of the notice, invitation to tender or the tender dossier. If the request for review concerns the contract award decision the applicant must submit also confirmation of payment of the court fee in the amount of two percent of the value of the selected tender including VAT.

The fee must be paid to the sub-account at the Bank of Slovenia for the purpose of the payment of fees for pre-review and review procedure, number 01100-1000358802 - implementation of the budget of the Republic of Slovenia. The applicant must provide the following data in the reference number fields: 11 16110-7111290-XXXXXXLL (X is the number of the public contract notice, L is the year. When the number of the public contract notice is less than six characters write "0" in place of the first missing characters).

The request for review can be filed in system eRevizija.

#### **B.01.11. ANTI-CORRUPTION CLAUSE**

During the contract award procedure, the contracting authority and the tenderer may not initiate or engage in any activities that would lead to an advance decision regarding the selection of a specific tender. During the time from the award of contract until its entry into force the contracting authority and the tenderer may not initiate any activities that might prevent the contract from entering into force or being fulfilled. In case of termination of the procedure neither party may initiate nor proceed with procedures that would slow the cancelation or change of the decision on the awarded tenderer or influence the impartiality of the audit committee.

### **B.02 MANDATORY CONTENTS OF THE TENDER, CRITERIA, AND EVIDENCE TO BE SUBMITTED BY TENDERERS TO VERIFY FULFILMENT OF THE SELECTION CRITERIA**

#### **B.02.1. TENDER DOCUMENTATION**

The tenderer must comply with all the criteria listed in the documents associated with the awarding of the contract. The type of evidence required for the tenderer to prove compliance with the requested criteria is indicated after each criterion.

For the purpose of transparency, a list of the documentation that must make up the tender is provided:

<b>Form / document</b>	<b>Tenderer / Partner</b>	<b>Tender with subcontractor</b>	<b>Entity on which capacities relies on</b>
C.01 BID	✓		
ESPD	✓	✓	✓
Pro forma invoice	✓		

C.02 SUB-CONTRACTORS		✓	
C.03 CONSENSUS – LEGAL PERSON	✓	✓	✓
C.04 CONSENSUS - NATURAL PERSON	✓	✓	✓
C.05 SUBCONTRACTOR'S STATEMENT		✓	
C.06 REFERENCES OF TENDERER	✓		
C.07 REFERENCES OF TENDERER - CERTIFICATE	✓		
C.08 STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE SUBJECT'S OWNERS	✓		
C.09 STATEMENT UNDER ARTICLE 35. OF ZINTPK	✓		
Technical Documentation	✓		
profile and a situation drawing of the proposed chairlift installation in *.dwg format.	✓		

#### B.02.2. ESPD

At the time of submission of requests to participate or of tenders, contracting authorities shall, in replacement of certificates issued by public authorities or third parties, accept the European Single Procurement Document (ESPD), consisting of an updated self-declaration as preliminary evidence confirming that the relevant economic operator fulfils all conditions. If the tenderer uses the capacities of other entities or performs with subcontractors, the ESPD must also contain the required information regarding these entities.

The ESPD shall consist of a formal statement by the economic operator that the relevant grounds for exclusion do not apply and that the relevant selection criteria are fulfilled and shall provide the relevant information as required by the contracting authority. The ESPD shall further identify the public authority or third party responsible for establishing the supporting documents and contain a formal statement to the effect that the economic operator will be able, upon request and without delay, to provide such supporting documents

The information in the ESPD and/or the evidence submitted by the economic operator must be valid.

The economic operator imports the contracting authority's ESPD form (XML file) on the website of the public procurement/ESPD portal: [http://www.enarocanje.si/\\_ESPD/](http://www.enarocanje.si/_ESPD/) and directly enters the required data into it.

A completed and signed ESPD must be attached to the offer for all economic operators that participate in the tender in any capacity (the tenderer, partners in joint venture, economic operators whose capacities the tenderer refers to and subcontractors).

The tenderer who submits an offer in the e-JN system uploads his ESPD in the "Documents" section, in the "ESPD - ponudnik" section, and uploads the ESPD of the other participants in the "Sodelujoči" section, in the "ESPD – Ostali sodelujoči" section. The tenderer who submits a bid in the e-JN system uploads an electronically signed ESPD in xml. format or unsigned

ESPD in xml. form, whereby in the latter case, in accordance with the General Terms of Use of the e-JN system, it is considered that a legally binding document has been submitted, which has the same validity as a signed one.

Where the country in which the tenderer is established does not issue the supporting documents required in parts B.02.5 Exclusion grounds or B.02.6 Suitability to pursue professional activity of this dossier or where these do not cover all of the cases regarding the contract award under these items, the tenderer may provide an affidavit. Where the country in which the tenderer is established does not provide for such affidavits to be prepared, an affidavit may be replaced with a statement made by a relevant person before a competent judicial or administrative authority, notary, or a competent professional or trade organization in the parent state of this person or in the country where the tenderer is established.

The contracting authority may at any time during the process ask the tenderers to submit all or part of the evidence related to the statements in the statements on the attached forms.

Unless otherwise specified in these instructions for individual proofs, the proofs can also be photocopies (in the event that the contracting authority subsequently requests the original document or proof, the provider must bring it for inspection within the deadline set by the contracting authority, otherwise the contracting authority will exclude his offer from the public procurement procedure). The evidence must reflect the current legally relevant situation.

The contracting authority specifies the following mandatory conditions, which must be met by the tenderer in order to participate in the public procurement process and must be proved by the tenderer by submitting the required documents and completed forms.

#### B.02.3. TENDER

The tenderer must prepare form BID (Appendix C.01 BID ) in accordance with the terms and conditions of the call for tenders and this tender dossier.

Tenderer shall upload pdf file of completed form »C.01 BID « in e-JN information system in section »Predračun«. This form will be available on public opening of the tenders. Other documents shall be uploaded in section »Drugi dokumenti«.

**The contracting authority explicitly warns the tenderers that they should pay attention to the content of all documentation in the bid when preparing the bid and pro forma invoice. When the bid or pro forma invoice is prepared on its own forms or with its own software, it must be checked whether all the standard conditions are consistent with the requirements of this tender documentation. In case of deviations, the contracting authority will have to reject the offer.**

#### B.02.4. TECHNICAL DOCUMENTATION

Tenderer has to provide complete technical documentation of the offered equipment to the offer, which shows the fulfillment of all technical requirements from the Technical Specifications. If catalogs are submitted, it must be clearly indicated which equipment is offered.

#### B.02.5. EXCLUSION GROUNDS

**Criterion 1.** The contracting authority shall exclude an economic operator from the public procurement procedure where it has established or become aware of, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3, that the tenderer or a person who is a member of this economic operator's administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by a final judgment containing elements of criminal offences defined in the Criminal Code and listed in Article 75 (1) of ZJN-3.

**EVIDENCE:** ESPD (Part III: Exclusion grounds, Section A: Grounds relating to criminal convictions)

In the tender shall be enclosed consensus (C.03 CONSENSUS – LEGAL PERSON, C.04 CONSENSUS - NATURAL PERSON) to verify the existence of a ground for exclusion from the criminal record for all economic operators and for all persons who are members of an administrative, managerial or supervisory body of each of the economic operators, or who have powers of representation or decision-making or control. Prior to awarding the public contract, the contracting authority will require the provider to whom he has decided to award the contract in question to submit supporting documents for all persons who are members of the administrative, managerial or supervisory body of the economic entity or who have powers of representation or decision-making or control within it, if he will not be able to verify the aforementioned himself on the basis of the submitted authorizations.

It is highly desirable that tenderers, both for all economic operators and for natural persons who have one of the listed functions in economic operators, submit certificates from the competent authorities, which are not older than 4 months and from which it follows that they have not been convicted of any of the criminal offenses, listed in Article 75 of ZJN-3.

This criterion must be met by each tenderer and subcontractor.

**Criterion 2.** The contracting authority shall exclude an economic operator from the public procurement procedure where it has established, by verifying in accordance with Articles 77, 79 and 80 of ZJN-3, that the tenderer has not complied with its obligations relating to the payment of compulsory charges or other pecuniary non-tax liabilities under the act governing financial administration, collected by the tax authority in accordance with the regulations of the country in which it is established or with the regulations of the country of the contracting authority, where such unpaid overdue liabilities as at the day of submission of the tender or request total EUR 50 or more. A tenderer shall be considered not in compliance with its obligations under the preceding sentence also if, by the date of the submission of the tender or request, it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the date of the submission of the tender or request.

**EVIDENCE:** ESPD (part III: Exclusion grounds, Section B: Grounds relating to the payment of taxes or social security contributions)



This criterion must be met by all economic operators.

- Criterion 3.** The contracting authority shall exclude an economic operator from the public procurement procedure if it is, as at the day of the expiry of the tender submission deadline, excluded from the contract award procedures due to its inclusion in the register of economic operators with negative references.

**EVIDENCE:** ESPD (part III: Exclusion grounds, Section D: Purely national exclusion grounds)

This criterion must be met by each tenderer and subcontractor.

- Criterion 4.** The contracting authority shall exclude the tenderer from the public procurement procedure if, in the last three years before the deadline for submitting bids, the competent authority of the Republic of Slovenia or another member state or a third country has found at least two violations related to payment for work, working hours, holidays, performing work on the basis of civil law contracts despite the existence of elements of an employment relationship or in connection with illegal employment, for which he was fined for an offense by a final decision or several final decisions

**EVIDENCE:** ESPD (part III: Exclusion grounds, Section D: Purely national exclusion grounds)

This criterion must be met by each tenderer and subcontractor.

- Criterion 5.** The contracting authority shall exclude an economic operator from participation in a procurement procedure where the economic operator is subject to insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding up, or liquidation proceedings under the act governing companies, where its assets or operations are being administered by a liquidator or by a court, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

**EVIDENCE:** ESPD (part III: Exclusion grounds, Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct)

This criterion must be met by each tenderer and subcontractor.

#### B.02.6. SUITABILITY TO PURSUE PROFESSIONAL ACTIVITY

- Criterion 6.** An economic operator must be enrolled in one of the professional or trade registers kept in the member state of its establishment. Where a particular authorisation or membership of a particular organisation is required in order to be able to perform the service in question in the country of establishment of an economic operator, it must indicate which authorisation or membership is required and submit evidence of such.

**EVIDENCE:** ESPD.

This criterion must be met by each tenderer and subcontractor.

#### B.02.7. TECHNICAL AND PERSONNEL CAPABILITY

**Criterion 7.** The tenderer must demonstrate that in the last 5 years before the deadline for submission of tenders, he has installed at least 5 comparable cable car devices, whereby the contracting authority will consider as comparable devices six plug-in chairlifts with direct drive ("direct drive" or equivalent - drive electric motor with permanent magnets, without portable reducer)

**EVIDENCE:** list of references on the form C.06 REFERENCES OF TENDERER and certificate for each reference job on the form C.07 REFERENCES OF TENDERER - CERTIFICATE or copy of concluded contract and certificate of successful delivery for each reference job. The certificate of each reference job has to be fulfilled completely but it is not necessary to be signed at the time of presentation of tender.

**Criterion 8.** The tenderer is not included in the register of business entities from Article 35 of the Act on Integrity and Prevention of Corruption and is not prohibited from doing business with the contracting authority on the basis of this article.

**EVIDENCE:** statement on form C.09 STATEMENT UNDER ARTICLE 35. of ZINTPK

#### B.02.8. OTHER REQUESTS OF CONTRACTING AUTHORITY

**Request 1.** Due to the specific subject of the contract and the complexity of the installation and access, the contracting authority proposes to the tenderers a tour of the field where the installation will be carried out. The tour can be carried out by the tenderers themselves or with the help of the contracting authority's representative after prior notice by e-mail to the address mark.anzur@velikaplanina.si, namely from the publication of the tender notification. The tenderers waive any claims due to lack of knowledge of the terrain or access to the place of execution of the works, which would stem from the fact that they did not view the terrain or did not view it in sufficient detail.

**Request 2.** Tenderer shall provide information on:

- its founders, partners, including silent partners, shareholders, limited partners or other owners and data on the ownership shares of the aforementioned persons;
- economic entities which, according to the provisions of the law governing commercial companies, are considered to be related companies..

**EVIDENCE:** Statement on form C.08 STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE SUBJECT'S OWNERS.

**Request 3.** The selected tenderer is obliged to have liability insurance, for the entire duration of the contract, for damage that could be caused to the contracting authority or third parties in connection with the performance of its activity. The amount of the annual insurance sum must be at least EUR 600,000.

If the selected tenderer has insured liability for damage abroad, the insurance must cover the damage from the previous paragraph caused in the Republic of Slovenia.



**Request 4.** The selected tenderer (supplier) must fulfill all prescribed requirements according to the regulations governing the construction of buildings in Slovenia throughout the duration of the contract.

**Request 5.** The selected tenderer will be obliged to submit performance guarantee and warranty guarantee within the terms, scope and quality specified in the contract.

### **B.03 ADMISSIBLE TENDERS**

Tenders submitted by tenderers who are not subject to exclusion grounds and meet the selection criteria and whose tenders conform to the needs and requirements of the contracting authority as specified in technical specifications and the tender dossier, which arrived in a timely manner and for which there is no evidence of collusion or corruption, which have not been found abnormally low by the contracting authority and their price does not exceed the contracting authority's budget, are admissible tenders.

### **B.04 EXCLUSION**

The contracting authority shall exclude:

- Inadmissible tenders;
- tenders which will not meet technical requirements.

The contracting authority may at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is, either before or during the procedure, in one of the situations referred to in part B.02.5 Exclusion grounds or it does not fulfil criteria in part B.02.6 Suitability to pursue professional activity or B.02.7 Technical and personnel capability of this tender dossier. The contracting authority shall at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to in Article 75 (6) of ZJN-3.

A tenderer who is in one of the situations referred to in part B.02.5 Exclusion grounds of this tender dossier, may provide to the contracting authority evidence to the effect that the measures it has taken are sufficient to demonstrate its reliability despite the existence of relevant grounds for exclusion. For this purpose, the economic operator shall prove that it has paid or undertaken to pay compensation for all damage caused by the criminal offence or misconduct, actively collaborated with the investigating authorities and taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct. This shall not apply to a tenderer that has been excluded from participating in procurement or concession award procedures based on a final judgment or decision on a minor offence effective in Slovenia.

### **B.05 LANGUAGE AND FORM OF TENDER**

Tenders may be submitted in English or Slovenian and shall be submitted considering requirements of this tender dossier. The contract award procedure shall be conducted in the Slovenian language. Contracting authority may prepare some of the documentation also in English language.

The tender must be submitted on the forms from the appendices in the tender dossier or on forms produced by the tenderer that are identical in content and form, signed by the person or persons who have the power of representation – at least to the extent that satisfies the purpose

of the tender – and initialed where so required. Tenderers submit scan of completed and signed documents of the tender in e-JN information system.

In all forms that make up the tender documentation (except the contract), the tenderer must fill in all the blanks in clear block letters and date and sign them. Providers submit scanned, completed and signed documents to the eJN system.

Indications in documents must reflect the actual situation and facts at the time of tender submission and must be verifiable. Copies of the required documents shall be equally valid as the originals if the latter is not expressly required.

The tenderer shall bear all the costs associated with the preparation and submission of the tender.

#### **B.06 TENDER VALIDITY**

Tenders must remain valid for at least 120 days after the tender submission deadline. Tenders with a shorter validity period will be excluded.

In extraordinary circumstances the contracting authority may request the tenderers to extend the tender validity period for a specific additional period. The contracting authority's request for extended validity and tenderers' answers must be submitted in writing or via telefax. Tenderers may reject the request. The tenderer who agrees with the request will not be required or allowed to modify the tender in any way other than by extending the validity of the tender.

#### **B.07 PRICE**

The quoted price must be expressed in euros (EUR) and shall include all costs, taxes and any discounts so that the contracting authority is not subject to any additional costs associated with the subject of the public contract. The prices quoted by the tenderer shall remain fixed and unchangeable for at least the full duration of the contract.

#### **B.08 ABNORMALLY LOW TENDERS**

Where, for a given contract and in relation to the contract requirements, tenders appear to be abnormally low compared to market prices or a doubt arises as to whether the performance of the contract is possible, the contracting authority shall investigate whether the tenders are indeed abnormally low and require the tenderers to explain the price or costs proposed therein.

The contracting authority shall verify whether a tender is abnormally low also when the tender value is more than 50% lower than the average value of timely tenders and more than 20% lower than the second most successful tender, but only if at least four tenders have been submitted by the required deadline.

Where, in a procurement procedure, the contracting authority verifies the admissibility of all tenders it shall, in accordance with the preceding sentence, also verify whether a tender is abnormally low compared to the admissible tenders.

Pursuant to Article 86 of ZJN-3, before rejecting an abnormally low tender, the contracting authority shall require the tenderer in writing to provide details of and justification for the elements of the tender which it considers relevant for the execution of the contract or which have an impact on the ranking of the tenders received.

The contracting authority shall assess the explanation by consulting the tenderer. It shall only reject the tender where the evidence supplied does not satisfactorily account for the low price or costs proposed, taking into account the elements referred to in the preceding paragraph.

The contracting authority shall reject a tender where it has established that it is abnormally low because it does not comply with applicable obligations referred to in Article 3(2) of ZJN-3.

#### **B.09 PAYMENT CONDITIONS**

Payment conditions are defined in a contract.

#### **B.10 VARIANT TENDERS**

Variant tenders are not permitted.

#### **B.11 AWARD CRITERIA**

Public procurement will be awarded to the tenderer, which submits Most Economically Advantageous Tender, i.e. the tenderer with **lowest** final price, VAT excluded.

## **C. TENDER AND OTHER FORMS**

## C.01 BID

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022, we give you our bid as follows:

Number: \_\_\_\_\_

Date: \_\_\_\_\_

### I. Tenderer or joint venture partners:

Hereby we declare that we are submitting the tender (indicate):

- ☐ Independently – as independent tenderer
- ☐ As a joint venture – as a leading partner in joint venture
- ☐ Independently with subcontractor(s)
- ☐ As a joint venture with subcontractor(s)

The bid is submitted by a tenderer or a group of tenderes (name and address):

Lead partner:	
Partner:	
Partner:	
Partner:	

### II. Value of the bid:

According to tender dossier we offer delivery of goods and all services asked for following price:

OFFERED PRICE (without VAT)	EUR
VAT	EUR
OFFERED PRICE (with VAT)	EUR

### III. Conditions applicable for bid:

1. The tender shall be valid (*at least 120 days*) for \_\_\_\_\_ days after deadline for submitting tenders.

2. We agree that the contracting authority is not obliged to accept any of the received tenders and that in the event of the contracting authority's withdrawal from the execution of the investment the tenderer shall not be reimbursed for any of the costs associated with the tender.
3. We have prepared the tender in accordance with the regulations on occupational safety, employment and working conditions in force in the Republic of Slovenia. We shall perform our contractual obligations in accordance with the contracting authority's instructions and in line with the regulations on occupational safety, employment and working conditions in force in the Republic of Slovenia.
4. By signing this offer, we confirm that we are familiar with the sample contract, which is part of the tender documentation, and that we fully agree with it.
5. We accept all conditions applied with this public tender and all conditions set in tender dossier. We declare that our tender is prepared and valid under these conditions. We agree that above mentioned conditions are fully part of our tender and part of the contract which cannot be contradictory to these conditions.
6. The quoted prices include all costs, taxes and any discounts so that the contracting authority is not subject to any additional costs associated with the subject of the public contract.
7. We guarantee that we have available sufficient technical means to execute the order. We guarantee that we have available sufficient professional and qualified personnel to fulfil our obligations in contractual deadline.

Place and date:

Tenderer:

Stamp and signature

## C.02 SUB-CONTRACTORS

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022,

We hereby declare that nominated subcontractors will perform services as follows:

<b>SUBCONTRACTOR:</b> _____	
<b>TYPE OF WORK</b> (subject, quantity): _____	
_____	
_____	
_____	
value of work in EUR: _____	
place of execution: _____	
execution deadline: _____	

<b>SUBCONTRACTOR:</b> _____	
<b>TYPE OF WORK</b> (subject, quantity): _____	
_____	
_____	
_____	
value of work in EUR: _____	
place of execution: _____	
execution deadline: _____	

### Note:

This form must be copied if the tenderer participates with more than two subcontractors.

Place and date:

Tenderer:

Stamp and signature

### C.03 CONSENSUS – LEGAL PERSON

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022,

(V zvezi z javnim naročilom »Supply and instalation of chairlift«, objavljenega na Portalu javnih naročil št. \_\_\_\_\_ z dne \_\_\_\_ 2022,)

Firm (družba):	
Domicile address (sedež):	
Registration number (matična številka):	
Tax number (davčna številka):	

I hereby declare that I grant consent to the contracting authority Velika planina, d.o.o., Kamniška Bistrica 2, 1242 Stahovica, Slovenia, to, for the purposes of verifying compliance with the conditions in the public procurement procedure " Supply and instalation of chairlift ", inspect the provider's data, which are kept in the eDosje, and obtain from the competent authorities a certificate from the criminal records and other proof of eligibility.

(Pooblaščamo naročnika Velika planina, d.o.o., Kamniška Bistrica 2, 1242 Stahovica, Slovenia, da za potrebe preverjanja izpolnjevanja pogojev v postopku javnega naročila »Dobava in montaža sedežnice« vpogleda v podatke ponudnika, ki se vodijo v eDosje ter od pristojnih organov pridobi potrdilo iz kazenske evidence in druga dokazila o izpolnjevanju pogojev.)

Note: This form shall be provided for all economic operators.

Place and date:

Tenderer:

Stamp and signature



## C.04 CONSENSUS - NATURAL PERSON

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022,

name and surname:	
address:	

I hereby declare:

- I have not been convicted by a final judgement for any of the criminal offences laid out in Article 75 of the Public Procurement Act (ZJN-3)
- I grant the contracting authority to obtain certificates on any fact from this statement from official evidences and records
- I will provide appropriate certificates regarding above mentioned facts when data about them cannot be checked in official records, if asked from contracting authority, in set deadline

### POWER OF ATTORNEY

I hereby declare that I grant the contracting authority Velika planina, d.o.o., Kamniška Bistrica 2, 1242 Stahovica, Slovenia, for purpose of checking of fulfilling conditions in public contract »Supply and instalation of chairlift« obtain certificate on criminal record and certificate on minor offenses.

name and surname:	
Legal representative/member of the supervisory body:	
Address:	
Unique personal ID number:	
Citizenship:	

Place and date:

Name and surname:

Signature:

This form shall be submitted for each person who is a member of this economic operator's administrative, management or supervisory body or has powers of representation, decision or control therein. The form shall be signed by each person itself.

## C.05 SUBCONTRACTOR'S STATEMENT

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022

company:	
address:	
registration number:	

We, hereby declare that we will participate in performance of the tender in value of \_\_\_\_\_ EUR.

We hereby declare that (check properly):

☐ YES, we demand direct payments from the Contracting Authority and we give full consent to Contracting Authority to perform payment regarding to this public procurement to us instead of tenderer

☐ NO, we do not demand direct payments

Place and date:

Subcontractor:

Stamp and signature:

**C.06 REFERENCES OF TENDERER**

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022, we declare that we have the following references which meet the requirements of the tender documentation:

Contractor	Description	Date of installation

Place and date:

Tenderer:

Signature:

## C.07 REFERENCES OF TENDERER - CERTIFICATE

Reference contractor: \_\_\_\_\_

In connection with the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022 we confirm that

Economic operator: \_\_\_\_\_

has performed the supply and installation of convertible sixseater chairlift with direct drive (or equal)

End date of installation: \_\_\_\_\_

Supply and installation were performed in agreed quality and in contractual deadline: YES / NO

Date and place: \_\_\_\_\_

Responsible person: \_\_\_\_\_

Stamp and signature:

## C.08 STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE SUBJECT'S OWNERS

### Podatki o subjektu:

Firm:
The subject is the bearer of silent society (circle):
YES / NO

### Ownership structure of the entity:

#### 1.1. Information on the participation of natural persons in the entity's ownership, including silent partners:

Submit:

- any natural person who directly or indirectly owns more than 5% of the shares, or participates with more than 5% in the founding rights, management or capital of a legal entity, or has a controlling position in the management of the assets of a legal entity;
- any natural person who indirectly provides or provides funds to a legal entity, and on this basis has the possibility to control, direct or otherwise significantly influence the decisions of the board or other management body of the legal entity when deciding on financing and operations.

1	Name:			
	Address:			
	Share of ownership:		Silent partner:	YES/ NO
	If YES, the bearer of silent society:			
2	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
	If YES, the bearer of silent society:			
3	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
	If YES, the bearer of silent society:			

In case of more persons, this page shall be copied.

**1.2. Information on the participation of legal entities in the entity's ownership, including an indication of whether the legal entity is the holder of a limited liability company\*:**

1	Firm:			
	Domicile address:			
	Register number:			
	Share of ownership:		Share of ownership:	YES/ NO
	Legal person is owned by followed natural persosn:			
	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
	If YES, the bearer od silent society:			
	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
	If YES, the bearer od silent society:			
	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
	If YES, the bearer od silent society:			
	Name:			
	Address:			
	Share of ownership:		Share of ownership:	YES/ NO
If YES, the bearer od silent society:				

For each legal person shall be submitted separate page. In case of more natural persons, several pages for each legal person shall be submitted.

**Information on companies that, according to the provisions of the law governing commercial companies, are considered to be related companies to the subject:**

1	Firm:	
	Domicile Address:	
	Register number:	
	Relation:	
2	Firm:	
	Domicile Address:	
	Register number:	
	Relation:	
3	Firm:	
	Domicile Address:	
	Register number:	
	Relation:	
4	Firm:	
	Domicile Address:	
	Register number:	
	Relation:	

By signing this statement, I guarantee that there are no other natural and legal persons and silent partners involved in the entire ownership structure, as well as economic entities that, according to the provisions of the law governing commercial companies, are considered to be related companies.

By signing this statement, I guarantee the accuracy and truthfulness of the information and am aware that the contract is void in the event of a false statement or untrue information about the facts in the statement. I undertake to inform the contracting authority of any change in the provided data.

Place and date:

Tenderer:

Signature:

### **C.09 STATEMENT UNDER ARTICLE 35. OF ZINTPK**

For the purpose of the public procurement »Supply and instalation of chairlift«, published on the Public Procurement Portal under notice number \_\_\_\_\_ from \_\_\_\_ 2022 we give

### **DECLARATION ACCORDING TO Article 35. of Integrity and Prevention of Corruption Act**

---

(name of responsible person of the tenderer)

I herby declare that economic operator

---

(firm of tenderer)

he is not / I am not related to the official and, as far as I know, he is not / I am not related to a family member of the official of the company Velika planina d.o.o. in the manner specified in the first paragraph of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text and 158/20; IPCA).

Provision of first paragraph of Article 35 of IPCA:

A public sector body or organization that is obliged to conduct the public procurement process in accordance with the regulations governing public procurement, or implements the process of awarding concessions or other forms of public-private partnership, may not order goods, services or constructions, enter into public-private partnerships or to grant special or exclusive rights to entities in which an official who holds a position at this body or organization, or his family member:

- participating as a manager, member of management or legal representative or
- directly or through other legal entities participating in more than five percent of the founder's rights, management or capital."

Place and date:

Tenderer:

Signature:



## C.10 CONTRACT

### CONTRACT

No. \_\_\_\_\_

#### For Supply and installation of chairlift

Concluded by:

**CONTRACTING AUTHORITY:** **VELIKA PLANINA, d.o.o., Kamniška Bistrica 2, 1242 Stahovica**, register number 5551862000, VAT number SI5551862000, represented by general manager Tomaž Štefe

and

**SUPPLIER / PERFORMER:** \_\_\_\_\_

represented by \_\_\_\_\_

VAT number: \_\_\_\_\_

Registration number: \_\_\_\_\_

### Article 1

The contracting parties are initially determined:

- Contracting Authority has according to the Public Procurement Law (Uradni list RS št. 91/15 et. al.) initiated public procurement procedure for Supply and instalation of chairlift, published on the Slovenian national portal of public procurement on ..... under number .....
- Public procurement was awarded to the Supplier by decision of Contracting Authority.

Tender dossier prepared in public procurement procedure, supplier's bid number ..... and all documents provided, used or in any other way related to the public procurement shall constitute integral part of this Contact. Supplier has to fulfill all obligations stated in such documents regardless of being stated in this Contract.

Change(s) of the members, constructing joint-venture, which performs this contract on the Supplier's side, are note feasible. In case if any of the following situation(s) occur(s) by one or more members of the consortium, constructing joint-venture: compulsory composition procedure, insolvency procedure, liquidation procedure, other procedure the consequence or purpose of which may result in the closing of our operations, other similar procedure instituted against us in accordance with the regulations of the country in which we are established; Contracting Authority has the right to terminate this contract without notice period – with immediate effect. Contracting Authority may by its decision continue with implementation of the Contract if remaining members of the consortium fulfil all criteria stated in public procurement dossier. In this case new contract with remaining members shall be concluded.

The investment is co-financed by the Republic of Slovenia and the European Union from the European Regional Development Fund as part of the Union's response to the COVID-19 pandemic.

## **Article 2**

Contracting Authority buys, and Supplier sells the subject of this Contract: »Supply and instalation of chairlift« (the Equipment) defined in Supplier's bid from .....

Supplier shall deliver and install the Equipment which is subject of the Contract, in extent, quality and quantity as agreed with this contract, and to hand it over in possession of the Contracting Authority. Contracting Authority shall take over the ownership of the Equipment from the date of the successful take-over of the equipment into its possession and pay the agreed purchase price to the supplier.

The subject of the contract, which is included in the price, is also the training of the contracting authority's staff to work with the delivered and installed Equipment.

The subject of this contract, which is included in the price, is also cooperation in the preparation of project documentation for implementation, adapted to the Equipment to the extent that it will be necessary.

The subject of the contract is also the delivery of:

- equipment for rescue in the scope and quality with valid standards
- tools and maintenance equipment for the maintenance of the Equipment in accordance with the instructions for use and maintenance
- devices for manual opening of turn-on clasps with a parallel double spring
- information and warning signs in accordance with the applicable national regulations in the Slovenian language, in the area of the entire cable car installation
- a package of mechanical and electrical spare parts at the contracting authority's in the amount of EUR 30,000.00

The subject of the contract, which is included in the price, is also the installation of the supplied equipment at the location, as specified in the technical specifications, in accordance with the project documentation for building permit (DGD project documentation).

## **Article 3**

The Suplier shall deliver new, faultless and high-quality Equipment, which will be made of materials that ensure the intended use of the Equipment, and to carry out the installation in accordance with DGD project documentation no. \_\_\_\_\_, which was prepared on \_\_\_\_\_ by FEM consulting, Maribor, sheet no \_\_\_\_\_ longitudinal profile.

Further, the Supplier undertakes and declares:

- that he is familiar with the subject of the contract and all the risks that will accompany the delivery and installation;
- that he will install the Equipment correctly, with quality and within the set deadline and with the care of an expert;
- that he is familiar with tender requirements or project documentation;
- that he has informed all subcontractors from this contract about the tender and payment conditions, or will inform any subsequently nominated subcontractors;
- that the conditions and circumstances for the correct execution of the works are comprehensible and clear to him;

- that as part of the installation work, he will ensure adequate transport of the Equipment from the place of unloading and storage (Parking lot at the quarry - coordinates N46.287415, E14.677149) to the place of installation;
- that, in the event that the contracting authority or the head of supervision so requests, he will order special analysis from the organization to be determined by the contracting authority; if the suspicion of the inadequacy of the material or the performed works is proven, the costs of such analysis will be borne by the supplier, otherwise by the contracting authority;
- that during the performance of the contractual works, he will independently take care of all the necessary measures to comply with the basic principles of safety and health at work, environmental protection and fire protection in accordance with the regulations and for the implementation of these measures, and he assumes full responsibility for the consequences of their possible omission;
- that he will carry out installation in accordance with all regulations governing construction;
- that he will warn the contracting authority in a timely manner about the occurrence of circumstances that could affect the time and cost delivery and installation of the Equipment or to the performance of other assumed obligations;
- that he will regularly manage all prescribed construction documentation during installation;
- that he will take care of order and cleanliness at the construction site during the entire installation;
- that he will recognize, account for and pay his goods suppliers, manufacturers and co-operators due obligations and legal overdue obligations according to the invoices issued for the services rendered by subcontractors and co-operators or for the delivered goods of the goods suppliers;
- to protect the contracting authority's interests;
- that during installation, he will ensure that he does not damage communications and other facilities that will be used as a construction site during installation, and that he will repair any possible damage on the fly;
- that he will protect all executed works from weather influences and other damages;
- that he will cover all possible damage that could occur to existing facilities in the assembly area, due to the performance of works that are the subject of this contract;
- that it will cover all possible damage to the access roads and all other facilities in the vicinity of the construction site, which will occur as a result of transport or inadequate construction technology, including a preliminary assessment of the damage;
- that, if necessary and in agreement with the contracting authority, he will also perform work outside of normal working hours, without requesting special monetary compensation for this;
- that he will observe the regulations on the management of waste generated during construction work throughout the installation,
- that he will take responsibility for any damage caused by himself or any of his employees in the execution of this contract;
- that he will ensure the presence of the works manager and the construction manager at inspections, professional technical inspections, technical inspections and when obtaining a use permit;

- that it will enable the contracting authority to have the operating staff of the new chairlift facility permanently present for training purposes
- that with the handover of the Equipment, he will hand over to the customer all documents relating to the supplied equipment (declaration of conformity, CE certificate, certificates, instructions for use, maintenance instructions, warranty cards, etc.), instructions for the operation and maintenance of the equipment in the Slovenian language
- that during the warranty period, he will repair and remove at his own expense all defects or defects that would occur on the equipment, provided that these are not the result of improper conduct by the contracting authority,
- cooperated with the contracting authority in the technical inspection and obtaining the use permit until the handover and during the warranty periods

The supplier undertakes that before starting the installation he will:

- at his own expense, obtain all permits for road closures and set up traffic signals specified in the regulations, if they are necessary;
- hand over to the contracting authority the organizational chart of the construction site in accordance with the applicable regulations;
- arrange the construction site at his own expense, took over the costs of preparatory work, organization, registration, arrangement and guarding of the construction site, marked it in accordance with applicable regulations, arranged access routes, detours, temporary and permanent landfills. The costs for arranging the construction site, including utility connections, are included in the price and are not paid separately in any case;
- submit to the contracting authority a statement regarding the appointment of the works manager and possible managers of individual works;
- have, in accordance with the applicable law governing constructions, insured at all times his liability for damage that might occur to the investor - the contracting authority and third parties in connection with the execution of the works that are the subject of the contract;

In connection with the implementation of the works undertaken under this contract, the Supplier undertakes to:

- ensure the permanent presence of the construction manager and the work manager at the construction site or facility,
- cooperate with the contracting authority's authorized representative and took into account his technical and economic conditions,
- if one or more subcontractors were included in the execution of the public contract, have a contract with the subcontractor at the time of concluding the contract with the contracting authority,
- submit to the contracting authority for approval new subcontractors intended for the execution of contractual works that were not specified in the offer,
- obtain the contracting authority's written consent before any change of subcontractors,
- perform the work within the contractual period, professionally correctly and with high quality in accordance with applicable technical regulations, standards and norms,

- at his own expense, organize the removal of all construction waste, buildings and other materials to an organized landfill, regardless of the distance, and kept records of this,
- completely clean the construction site at his own expense, tidied up the surroundings and the roads he used and restored the communal facilities he used during the construction to their original condition. In the event that the Supplier does not perform these works, the contracting authority will do so at the Suppliers's expense.

Within 15 working days after the conclusion of the contract at the latest, the Supplier is obliged to provide performance guarantee in the form of an unconditional, irrevocable bank guarantee, redeemable at the first request or an equivalent surety bond, in the amount of 10% of the contract value including VAT and with a validity of at least 90 days longer than the contractual deadline. The guarantee must be submitted in accordance with the sample from the tender documentation.

Within 10 working days at the latest after the acceptance record has been confirmed after installation and before the expiry of the performance guarantee, the Supplier shall hand over the warranty guarantee with validity of 3 years from the acceptance, namely in the form of irrevocable unconditional and redeemable at the first call for a bank guarantee or equivalent security deposit, in the amount of 5% of the contract value including VAT and in accordance with the sample from the tender documentation. If the Supplier does not provide warranty guarantee in accordance with this contract, the contracting authority is entitled to demand payment from performance guarantee in the amount that should have been provided for warranty guarantee. The funds are kept by the contracting authority as insurance and are paid from them in all cases where it is determined that contracting authority is entitled to demand payment from performance guarantee. After the expiration of the period for which warranty guarantee is required, the contracting authority returns the uncashed funds to the Supplier's account without interest.

The contracting authority will cash out the warranty guarantee in all cases where the contract stipulates that the contracting authority is entitled to cash out this insurance.

The Supplier is obliged to hand over to the contracting authority a copy of the insurance policy for liability insurance from the beginning of the installation, from which it is stated that he has, at all times, the insured liability for any damage to persons or property that might arise from the installation of the supplied equipment or other activities of the supplier, and otherwise, for an insured sum of at least EUR 600 000. If the supplier does not show adequate insurance, he can not start the installation.

#### **Article 4**

The contracting authority shall:

- inform the Supplier about the works at the location and the working conditions;
- hand over all available project documentation to the Supplier;
- make available to the Supplier all the documentation and information it has and which are necessary for the scope of work to be taken over.

The contracting authority shall also:

- ensure the conditions for the execution of works, if these conditions depend on him (e.g. easements, consents, additional projects, etc.);
- provide electricity for the installation of the Equipment

- provide a construction pit for the laying of electric and control lines between stations, between line supports and in stations, and to backfill the construction pit after the installation of the lines is completed
- provide a suitable and protected space for the storage of the Equipment during delivery and completion of assembly;
- ensure the presence of operating personnel during assembly due to training;
- organize and provide suitable transport routes suitable for the machinery required for assembly (6t truck crane, 32t truck crane, 10t truck,...) from the place of unloading, storage of the equipment to the place of assembly (pillars, stations)
- cooperate with the Supplier with the aim of completing the undertaken works on time and to the satisfaction of both parties;
- regularly inform the Supplier about all changes and new situations that could have an impact on the performance of contractual obligations;
- arrange payment obligations arising from the contract.

### **Article 5**

Value of the Contract:

Price (in EUR) without VAT	
VAT	
Price (in EUR) with VAT included	

Contractual value is defined on the basis of »function key in hand«, what means that contractual value covers all necessary services for delivery and installation of goods, including the value of all unexpected and excess work. Influence of less work on contractual price is excluded. Contractual value includes all services which the Supplier knew or should have known at the time of concluding this Contract. Contractual value includes all services/deliveries which must be carried out in order to ensure the agreed quality, safety and functionality of the Equipment that is the subject of this contract.

Contractual price is fixed and cannot be changed.

Contractual value includes all costs for perfect and quality performance of the Contract, especially (but not exclusively):

- delivery and installation of new equipment, including clamping, tensioning and anchoring
- delivery of the transport rope, pulling the transport rope along the route of the chairlift and weaving the rope
- transport costs for supply of the equipment to the place of installation,
- unloading of the goods
- insurance for the damages or loss or of the equipment for the time of supply and installation,
- obtaining of all necessary permits and approvals for the installation of equipment,
- troubleshooting on the supplied equipment for the duration of the warranty period
- costs related to organisation and work of the Supplier,
- costs of cleaning places after installation,
- removal of transport and other packaging.

### **Article 6**

The Supplier shall pay for delivered Equipment according to the following dynamics:



- 10% of the contract value is paid by the contracting authority as an advance payment within 8 days after the submission of performance guarantee in accordance with the contract
- 60% of the contract value shall be paid by the contracting authority successively upon the delivery of the Equipment on the basis of the issued monthly invoices for deliveries in the previous month, namely within 30 days of receipt of the invoice
- the remaining contract value is paid on the basis of temporary situations (invoices) confirmed by the supervisor, whereby the value of the situation is determined according to the proportion of the assembly work performed in the previous month. The contracting authority will pay the situation on the 30th (thirtieth) day from the official receipt of the electronic invoice after the situation has been confirmed, to the Supplier's transaction account no. \_\_\_\_\_, open at \_\_\_\_\_. The same payment terms apply to subcontractors. The payment term begins the next day after receipt of the invoice, which is the basis for the payment. If the last day of the deadline coincides with a day on which no work is required by law, the last day of the deadline is considered to be the next business day. When issuing invoices, it is necessary to refer to the contract number.

The contracting authority will pay the confirmed final situation up to a total of 90% of the contractual price. The final situation in the amount of 10% of the contractual price will be paid by the contracting authority after the successful takeover of the contract works.

In the event of late payment, the supplier has the right to charge statutory late payment interest.

### **Article 7**

The Supplier shall deliver the Equipment latest till 31<sup>st</sup> July 2023 to the location of unloading and storage (Parking lot at the quarry - coordinates N46.287415, E14.677149). By this date, all equipment must be delivered and handed over to the contracting authority. Delivery of equipment is subject to the conditions of DDP (Delivered Duty Paid) parking lot at the quarry (coordinates N46.287415, E14.677149) - unloaded at the location. When the equipment is unloaded, it becomes fully the property and possession of the contracting authority.

The Supplier shall install the Equipment no later than October 30<sup>th</sup> 2023. By this date he must fulfill all obligations under this contract and successfully take over the installed and fully functional Equipment. The Supplier is aware of the fact that work at the location where the installation will be carried out may not be carried out before 1 June 2023, after which the construction contractors will start the work and prepare the ground for the installation. The installation site will be handed over to the Supplier on August 1, 2023.

The supplier must inform the contracting authority about the day of delivery of the Equipment by telephone, fax, e-mail or letter. Notification must be given at least 3 days before the scheduled delivery date.

If, due to his own fault, the Supplier fails to perform the contractual obligations within the time limit specified in this contract or in a mutually extended time limit, he is obliged to pay the contracting authority a contractual penalty in the amount of 5 ‰ of the value of all works (including VAT) for each calendar day in delay. The total amount of the contractual penalty may not exceed 10% of the total value of the contractual works. The contracting authority is entitled to charge a contractual penalty from each term specified in the first and second paragraphs of this article, whereby the amount of the contractual penalty is calculated in each case from the total value of the contract. The delay is calculated from each deadline separately.

The contractual parties agree that the right to charge a contractual penalty for delay is not conditioned on the occurrence of damage to the contracting authority. The contracting authority will claim compensation for any damage caused in this way according to the general principles of tort liability, independently of the enforcement of the contractual penalty for delay.

The contractual penalty and any damage caused by the delay shall be offset by the contracting authority in the event of any unexecuted payment under this contract, or performance guarantee.

The Supplier is obliged to pay the contractual penalty regardless of whether the contracting authority expressly reserves the right to demand payment of the contractual penalty at the time of acceptance or not.

The Supplier is expressly aware that the implementation of the contract is co-financed by the Republic of Slovenia and the European Fund for Regional Development. If, due to delay or non-fulfillment by the Supplier, the contracting authority will not be able to draw co-financing funds on time, the above will constitute damage for the contracting authority, the reimbursement of which will be requested from the Supplier.

*/Note: Deadline can be changed in case that public procurement procedure will not be finished on time or necessary conditions (performance of previous constructional works) will not be met on time. /*

#### Article 8

The contracting parties agree that in the event of requests from competent organizations (e.g. Institute for Nature Protection) or in the event that other contractors on the project, whose timely fulfillment of obligations affects the implementation of this contract, are late in fulfilling their obligations, they will consider the possibility of shortening the duration assembly in such a way that it would be carried out with the help of a helicopter. In this case, the supplier will be asked to submit an offer, and the contracting authority will decide after examining the offer whether or not to approve such a method of assembly.

#### Article 9

Sub-contractor(s) is/are going to perform following services during implementation of this contract:

<b>SUB-CONTRACTOR:</b>	
name	_____
address:	_____
registration no.	VAT no. _____
account no.	_____
<b>SERVICES/DELIVERIES</b> (object, quantity):	
_____	
_____	
_____	
_____	



value: \_\_\_\_\_

place: \_\_\_\_\_

deadline: \_\_\_\_\_

*note: above table shall be completed for each subcontractor; in case that supplier does not have subcontractors, the table shall be crossed out.*

Contracting parties determine that direct payments from the Contracting Authority was requested following sub-contractors: ..... For these sub-contractors direct payments are obligatory. By signing this contract, the Contractor authorizes the Contracting Authority that the Contracting Authority on the basis of the invoice(s), issued by the sub-contractor who is involved in the execution of the contract, and which are confirmed by the Contractor, performs payments related to the services / deliveries related to the public procurement which were performed by the subcontractor(s), directly to such sub-contractor(s).

The sub-contractor(s) agrees with such direct payments as confirmed by the "Consent to the direct payments", enclosed to this contract.

The Supplier shall enclose to each invoice, issued to the Contracting Authority, invoices of his sub-contractors which were previously confirmed by The Contractor.

Change of the individual sub-contractor or introduction of the new sub-contractor into performing public procurement is acceptable only if prior such change the Contracting authority confirms such change in writing and if all conditions from the legislation in force and tender documentation are fulfilled.

For all sub-contractor(s) who doesn't request direct payment from Contracting Authority, the Supplier shall provide to Contracting Authority written statement of Supplier and written statement of such sub-contractor(s) that sub-contractor(s) received all payments for services/deliveries related to this public procurement, within 60 days from the date payment from Contracting Authority was made.

### **Article 10**

The Supplier must inform the contracting authority in writing (e-mail, letter) about the day of the completed equipment assembly and ask him to take over the equipment. The contracting authority shall organize inspection of installed Equipment by the accredited organization, who shall perform a full inspection of installed equipment according to regulation on safety of cableways. Positive report is condition for successful take-over of equipment.

The take-over of equipment shall be carried out in the presence of representatives of both contracting parties in 3 business days from receipt of positive report from previous paragraph. With regard to the takeover, the take-over record, signed by the representatives of both contractual parties, shall be drawn up.

The take-over record shall be signed if it is established that the Supplier has supplied the equipment in the appropriate quantity, the appropriate quality and technical characteristics, that the assembly was performed in a faultless and proper manner, that the Supplier delivered all the agreed documentation regarding the supplied and installed equipment

In the event that during the take-over is established that the Equipment deviates from the requirements in the tender documentation and from the indications in the supplier's offer, or if it does not comply with the terms of this contract or with the specifications, the takeover does not take place. The same applies in the event that non-compliance is detected with regard to documents accompanying the installed equipment. The refusal will be indicated on the take-

over record. In this case, the parties will determine a new date of equipment take-over. The Supplier becomes in delay after the contractual deadline notwithstanding the determination of new date of take-over.

### **Article 11**

For supplied and installed Equipment that is the subject of this Contract, the Supplier guarantees a faultless technical operation within the warranty period:

- of 5 years (60 months) after take-over after installation of Equipment for the drive system
- of 2 years (24 months) after take-over after installation of Equipment for all other supplied Equipment

The Supplier shall provide a service at its own expense at the place of delivery and assembly of the equipment, including the transport costs at the location and the cost of spare parts, in order to eliminate equipment defects during the warranty period.

The error shall be corrected as soon as possible. If the error cannot be corrected within 20 days, the Supplier is obliged to supply new equipment or individual parts of the equipment.

### **Article 12**

Contact person for the implementation of this contract on the side of the contracting authority is \_\_\_\_\_.

Contact person for the implementation of this contract on the side of the Supplier is \_\_\_\_\_.

Contact person of each party is authorized to represent contract party in all questions, related to realisation of this Contract.

Each change of data of contact person shall be addressed to other contractual party within 8 working days from the change.

### **Article 13**

In the following cases:

- the Supplier arrives in such a financial situation that would prevent him from fulfilling contractual obligations, or
- the supplied Equipment does not meet contractually agreed quality and the Supplier does not establish it within a subsequent period specified by the contracting authority, or
- the contracting authority warns the Supplier that the failure to make a certain error constitutes a material breach of the contract, and the Supplier does not remedy the defect within a reasonable period specified by the contracting authority, or
- the Supplier does not provide the required safety and health at work and general safety, or
- the Supplier is in such delay that the entire contractual penalty, as defined in the contract, has lapsed, or
- the Supplier does not acquire the written consent of the contracting authority before the replacement of the sub-contractor(s), or
- the contracting authority establishes that the supplier did not notify all sub-contractors and did not request a written consent from the contracting authority in connection with them, or

the Contracting Authority has the right to terminate this contract with immediate effect. In this event the Supplier shall pay the contractual penalty in amount of 10 % of entire contractual value (without VAT) and all damages.

In case of termination of the Contract all activities by the Supplier shall be stopped immediately.

In the case of termination of the Contract a contract party on the side of which the reasons for the termination have been created shall be liable to the other party for any damage resulting from the termination and any possible future damage.

In case of termination of the Contract due to violation the Supplier's side and in case of paid advance payment, the Supplier shall within 5 days return full paid advance increased for statutory default interests from the day of payment of the advance until its repayment. Otherwise, the Contracting Authority for the repayment of the paid advance, default interest and contractual penalties will recover the received performance guarantee.

#### **Article 14**

The contract ceases to be valid if the contracting authority is aware that the court, by a final decision, has found a violation of the obligations from the second paragraph of Article 3 of the ZJN-3 by the contractor of the public procurement contract or its subcontractor, or if the contracting authority is aware that the competent state authority at the contractor or his subcontractor, during the execution of the contract, found at least two violations in relation to payment for work, working hours, breaks, performance of work based on civil law contracts despite the existence of elements of an employment relationship, or in relation to illegal employment and for which he was a fine for an offense imposed by a final decision or several final decisions. The termination condition is fulfilled on the condition that at least six months remain between the knowledge of the violation and the expiration of the contract, and in the case of working with subcontractors, also if the contractor does not adequately replace or replace this subcontractor within 30 days from notification of the violation. If the termination condition is met, the contract is considered to be terminated on the date of conclusion of the new public procurement contract, and the contracting authority must start a new public procurement procedure immediately, but no later than within 30 days of becoming aware of the violation. If the contracting authority does not start a new public procurement procedure within this period, the contract is considered to be terminated on the thirtieth day after becoming aware of the violation. In case of termination of the contract according to this paragraph, the Supplier is obliged to pay the contracting authority a contractual penalty in the amount and under the conditions specified in the previous paragraph.

In the event of termination of the contract, the party on whose side the reasons for the termination arose is obliged to compensate the other contracting party for all damage caused by the termination of the contract and all possible future damage.

#### **Article 15**

This contract is void if anybody, acting on behalf or, or for the account of the Contractor promises offers or gives any kind of non-allowed benefit to the representative of the Contracting Authority or agent of the Contracting Authority for:

- Awarding the contract or;
- Concluding the contract under more favorable conditions or;
- Omission of requested supervision on the implementation of the obligations from the contract or;

- For any other act or omission which causes damage to the Contracting Authority or enables acquisition of the non-allowed benefit to the representative of the Contracting Authority, agent of the Contracting Authority, to the Contractor or his representative or his agent.

#### **Article 16**

Supplier shall keep confidential any and all information of whatever nature relating to the Contracting Authority supplied or obtained by it during the performance of the rights and obligations under this Contract.

Supplier shall ensure that all his workers shall respect confidentiality of Contracting Authority's data supplied or obtained by it during the performance of the rights and obligations under this Contract.

All documentation connected to this Contract shall be kept in such way that it provides an audit trail.

#### **Article 17**

At implementation of this Contract and at fulfilling rights and obligations not stated in this Contract, provisions of Slovene Obligations code and Construction Act (for installation) shall apply. Use of written established habits (Uzance) is excluded.

#### **Article 18**

All eventual amendments and modifications of this contract shall only be valid and legally binding only in case if done in form of written annex.

#### **Article 19**

Contracting parties shall try to resolve any eventual disputes, related to this contract, ambitiously, with negotiations. Provided that the dispute cannot be resolved in such a manner competent Slovene court by the address of Contracting Authority shall decide on the matter. Laws of the Republic of Slovenia save for the provisions of the international private laws of the Republic of Slovenia shall apply for this contract.

#### **Article 20**

This contract is valid when it is signed by the representatives of both contracting parties, subject to the suspensive condition that the supplier provides performance guarantee in accordance with the provisions of this contract.

This contract is made in 2 (two) identical copies, from which each contracting party shall receive 1 (one) copy. Each copy shall be deemed as an original. Contract is concluded in Slovene and English, in the event of disputes, Slovene version prevails.

\_\_\_\_\_, date \_\_\_\_\_

Supplier:

Ljubljana, date \_\_\_\_\_

Contracting Authority:

Velika planina d.o.o.

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manager

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Tomaž Štefe  
General manager

## **D. FINANCIAL INSURANCE**

## **D.01 DRAFT OF PERFORMANCE GUARANTEE**

*Header with information about the guarantor (insurance company/bank) or SWIFT key*

For: (enter the beneficiary – the contracting authority)

Date: (enter the date of issue)

**TYPE OF INSURANCE:** (enter the type of insurance: surety insurance/bank guarantee)

**GUARANTEE NO.:** (enter the guarantee number)

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

**APPLICANT:** (enter the name and address of the applicant, selected tenderer in the public procurement procedure)

**BENEFICIARY:** (enter the contracting authority)

**UNDERLYING RELATIONSHIP:** obligation of the Applicant from contract no. dated (enter the number and date of the public procurement contract, concluded on the basis of public procurement procedure marked XXXXXX) for (enter the subject of public procurement)

**GUARANTEE AMOUNT AND CURRENCY:** (enter the maximum amount payable and the currency with number and in words)

**DOCUMENTS WHICH HAVE TO BE PRESENTED WITH STATEMENT STATING DEMAND FOR PAYMENT AND ARE EXPRESIVELY DEMANDED IN FOLLOWED TEXT:** (none/enter documents)

**LANGUAGE OF DOCUMENTS:** Slovene

**FORM OF DEMAND:** in paper form with registered mail or with any form of express delivery or electronically through SWIFT at address (enter SWIFT address of guarantor)

**PLACE OF PRESENTATION:** (guarantor enters address of branch office where presentation of the demand for payment shall be performed or e-mail for presentation of demand i.e. SWIFT address)

Regardless of the above, the presentation of paper documents can be done at any branch office of the guarantor in the territory of the Republic of Slovenia.

**EXPIRY DATE:** DD. MM. LLLL (enter the expiry date)

**THE PARTY LIABLE FOR THE PAYMENT OF ANY CHARGES:** (enter the selected tenderer - applicant)

As guarantor we hereby irrevocably undertake to pay to beneficiary any amount up to the Guarantee Amount, upon presentation of your complying demand, signed by authorized person(s) specifying the amount of the demand, and including your statement (included in the text of demand for payment or in separated signed document attached to the demand for payment) stating in what respect the Applicant is in breach of its obligation(s) under the Contract.

Any demand under this guarantee must be received by us at the Place for Presentation indicated above on or before the Expiry Date.

Any disputes related to this guarantee shall be resolved by the competent court in Ljubljana under Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No. 758.

guarantee  
(stamp and signature)

## D.02 DRAFT OF WARRANTY GUARANTEE

*Header with information about the guarantor (insurance company/bank) or SWIFT key*

For: (enter the beneficiary – the contracting authority)

Date: (enter the date of issue)

**TYPE OF INSURANCE:** (enter the type of insurance: surety insurance/bank guarantee)

**GUARANTEE NO.:** (enter the guarantee number)

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

**APPLICANT:** (enter the name and address of the applicant, selected tenderer in the public procurement procedure)

**BENEFICIARY:** (enter the contracting authority)

**UNDERLYING RELATIONSHIP:** obligation of the Applicant from contract no. dated (enter the number and date of the public procurement contract, concluded on the basis of public procurement procedure marked XXXXXX) for (enter the subject of public procurement)

**GUARANTEE AMOUNT AND CURRENCY:** (enter the maximum amount payable and the currency with number and in words)

**DOCUMENTS WHICH HAVE TO BE PRESENTED WITH STATEMENT STATING DEMAND FOR PAYMENT AND ARE EXPRESSIVELY DEMANDED IN FOLLOWED TEXT:** (none/enter documents)

**LANGUAGE OF DOCUMENTS:** Slovene

**FORM OF DEMAND:** in paper form with registered mail or with any form of express delivery or electronically through SWIFT at address (enter SWIFT address of guarantor)

**PLACE OF PRESENTATION:** (guarantor enters address of branch office where presentation of the demand for payment shall be performed or e-mail for presentation of demand i.e. SWIFT address)

Regardless of the above, the presentation of paper documents can be done at any branch office of the guarantor in the territory of the Republic of Slovenia.

**EXPIRY DATE:** DD. MM. LLLL (enter the expiry date)

**THE PARTY LIABLE FOR THE PAYMENT OF ANY CHARGES:** (enter the selected tenderer - applicant)

As guarantor we hereby irrevocably undertake to pay to Beneficiary any amount up to the Guarantee Amount, upon presentation of your complying demand, signed by authorized person(s) specifying the amount of the demand, and including your statement (included in the text of demand for payment or in separated signed document attached to the demand for payment) stating in what the Applicant is in breach of its warranty obligation(s) under the Contract.

Any demand under this guarantee must be received by us at the Place for Presentation indicated above on or before the Expiry Date.

Any disputes related to this guarantee shall be resolved by the competent court in Ljubljana under Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No. 758.

guarantee  
(stamp and signature)