

Št. / No.: ZAG-1/2024

Datum / Date: 19. 1. 2024

RAZPISNA DOKUMENTACIJA / TENDER DOCUMENTATION

Nakup hidravličnega pogonskega agregata – ponovitev postopka

The purchase of hydraulic power unit - redo

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



ZAVOD ZA GRADBENIŠTVO SLOVENIJE
DIMIČEVA ULICA 12
1000 LJUBLJANA
Splet: <http://www.zag.si/>
Email: info@zag.si

Povabilo k oddaji ponudbe / Invitation to Tender

OSNOVNI PODATKI O NAROČILU / Basic tender information

Predmet javnega naročila je nakup hidravličnega pogonskega agregata za potrebe naročnika Zavoda za gradbeništvo Slovenije, kot izhaja iz opisa v poglavju Tehnične specifikacije.

(The subject of the contract is the purchase of hydraulic power unit for the needs of Slovenian national building and civil engineering institut. A detailed description is in chapter Technical specifications).

Na podlagi Zakona o javnem naročanju (ZJN-3, Uradni list RS, št. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 in 88/23 – ZOPNN-F) naročnik **Zavod za gradbeništvo Slovenije, Dimičeva ulica 12, 1000 Ljubljana** (v nadaljevanju: naročnik), vabi zainteresirane ponudnike, da predložijo svojo pisno ponudbo v skladu s to razpisno dokumentacijo in sodelujejo v postopku oddaje javnega naročila.

(Pursuant to the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F; hereinafter: ZJN-3) Contracting Authority Slovenian national building and civil engineering institut, Dimičeva ulica 12, 1000 Ljubljana (hereinafter: the Contracting Authority) hereby invites tenderers, in accordance with these procurement documents, to submit a tender.)

Delitev naročila na sklope: Ne, javno naročilo se izvaja kot celovito naročilo. / *(The public procurement is not divided into lots.)*

Ponovitev naročila: Da. Naročnik ponovno objavlja postopek oddaje javnega naročila za nakup hidravličnega pogonskega agregata, saj v izvedenem odprtem postopku oddaje javnega naročila, ki je bil na Portalu javnih naročil objavljen dne 26. 9. 2023 pod oznako JN006296/2023-B01 in dne 27. 9. 2023 pod oznako 2023/S 186-581867 v Doplnilu k Uradnem listu EU, ni prejel nobene dopustne ponudbe. / *(Redo of Public Procurement: Yes. The Contracting Authority is republishing the public procurement procedure for the purchase of a hydraulic power unit, since in the open public procurement procedure that was published on the Public Procurement Portal on 26 September 2023 under the code JN006296/2023-B01 and on 27 September 2023 under the code 2023/S 186-581867 in the Supplement to the Official Journal of the EU, did not receive any admissible tender.)*

Skrbno preverite, da ste prejeli celotno razpisno dokumentacijo in da ste na ta način seznanjeni z vsemi zahtevami naročnika.

(Carefully check that you have received the complete procurement documentation and that you are in this way familiar with all the requirements of the Contracting Authority.)

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

Stadij postopka / The stage of the procedure	Datumi / Dates
Rok za postavitev vprašanj / deadline for Questions	do 9. 2. 2024 do 09:00 / till 09:00 a.m. on February 9, 2024
Rok za predložitev ponudb / deadline for submitting the tenders	Oddaja ponudb prek aplikacije e-JN do 21. 2. 2024 do 17:00 / via application e-JN till 05:00 p.m., on February 21, 2024
Odpiranje ponudb / public opening of tenders	Neposredno preko aplikacije e-JN dne 21. 2. 2024 ob 18:00 / via application e-JN on February 21, 2024 at 06:00 p.m.



KONTAKTNA OSEBA / Contact person

Kontaktna oseba / Contact person: Klemen Klemenčič, dipl. prav. (UN)

E-poštni naslov / e-mail: klemen.klemencic@zag.si

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

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

PREDLOŽITEV PONUDBE / Submitting the tender

Ponudniki morajo ponudbe predložiti v informacijski sistem e-JN (v nadaljevanju: sistem e-JN) na spletnem naslovu <https://ejn.gov.si>, v skladu z Navodili za uporabo informacijskega sistema e-JN: PONUDNIKI, ki je del te razpisne dokumentacije in objavljen na spletnem naslovu <https://ejn.gov.si>.

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

Uporabnik ponudnika, ki je v sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika¹). Z oddajo ponudbe je le-ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo ponudb.

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema e-JN <https://ejn.gov.si> **najkasneje do 21. 2. 2024 do 17:00 ure**. Za oddano ponudbo se šteje ponudba, ki je v sistemu e-JN označena s statusom »ODDANA«.

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

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

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

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

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

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

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time indicated in the tender, unless the tenderer withdraws or changes it before the expiration of the deadline for the submission of tenders.

A Tender is deemed to be submitted on time if the Contracting Authority receives it via the e-JN system <https://ejn.gov.si/eJN2> till **February 21, 2024 until 05:00 p.m.** A bid is deemed submitted if it is marked with the status "SUBMITTED" ("ODDANO") in the IT e-JN system.

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

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

ODPIRANJE PONUDB / Opening of tenders

Odpiranje ponudb bo potekalo avtomatično v informacijskem sistemu e-JN dne **21. 2. 2024** in se bo začelo ob **18:00 uri** na spletnem naslovu <https://ejn.gov.si>.

Odpiranje poteka tako, da informacijski sistem e-JN samodejno ob uri, ki je določena za javno odpiranje ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene, ter omogoči dostop do .pdf dokumenta, ki ga ponudnik naloži v sistem e-JN pod zavihek »Predračun«. Ponudniki, ki so oddali ponudbe, imajo te podatke v informacijskem sistemu e-JN na razpolago v razdelku »Zapisnik o odpiranju ponudb«.

(Tenders shall be opened automatically in the IT e-JN system on **February 21, 2024** and will start at **06:00 p.m.** at the web address <https://ejn.gov.si>.

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

VELJAVNOST PONUDBE / Tender validation

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

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

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

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

PREVZEM RAZPISNE DOKUMENTACIJE / acceptance of tender documentation

Razpisna dokumentacija **je brezplačna.**

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

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(Tender documentation is free of charge.)

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

**VPRAŠANJA IN ODGOVORI / POJASNILA / Answers
and questions / explanations**

Način postavljanja zahtev za pojasnila:

- Portal javnih naročil

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

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

(How to make explanation requests:

- Exclusively through the Public Procurement Portal

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

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

**OGLED LOKACIJE / View of the location (neobvezno/
not mandatory)**

Naročnik za zainteresirane ponudnike omogoča tudi možnost ogleda prostora, kjer bo nameščena oprema, ki je predmet tega javnega naročila. Ogled je mogoč po predhodni najavi pri kontaktni osebi naročnika. Naročnik bo na podlagi najave določil točen termin ogleda s posameznim ponudnikom. Ponudnik se mora pred želenim terminom ogleda najaviti pri kontaktni osebi naročnika (na elektronski naslov: klemen.klemencic@zag.si).

Ogled se bo izvedel z vsakim ponudnikom ločeno. Ogleda bo vodil pooblaščen predstavnik naročnika.

(The Contracting Authority also allows interested tenderers the opportunity to view the space and location where the equipment that is the subject of this public contract, will be installed. Viewing is possible after prior appointment with the Contracting Authority's contact person. Based on the announcement, the Contracting Authority will determine the exact date of the visit with the individual tenderer. The tenderer must contact the Contracting Authority's contact person (e-mail address: klemen.klemencic@zag.si) before the desired viewing date.

The tour will be conducted with each tenderer separately. The visits will be led by an authorized representative of the Contracting Authority.)

Datum / Date: 19. 1. 2024

Kraj / Place: Ljubljana

**ZAVOD ZA GRADBENIŠTVO SLOVENIJE /
SLOVENIAN NATIONAL BUILDING AND CIVIL ENGINEERING INSTITUTE**

Direktor / Director:
doc. dr. Aleš Žnidarič

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RAZPISNA DOKUMENTACIJA / TENDER DOCUMENTATION

Nakup hidravličnega pogonskega agregata – ponovitev postopka /

The purchase of hydraulic power unit - redo

Navodila ponudnikom za izdelavo ponudbe / Instructions to tenderers

1. Splošna navodila / Basic instructions

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

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

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

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

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

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

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

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

2. Zakoni in predpisi / Legal basis

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

- Zakon o javnem naročanju (ZJN-3; Uradni list RS, št. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 in 88/23 – ZOPNN-F);
- Zakon o pravnem varstvu v postopkih javnega naročanja (Uradni list RS, št. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17 in 72/19);
- Zakon o javnih financah (Uradni list RS, št. 11/11 – uradno prečiščeno besedilo, 14/13 – popr., 101/13, 55/15 – ZFisP, 96/15 – ZIPRS1617, 13/18, 195/20 – odl. US, 18/23 – ZDU-1O in 76/23);
- Zakon o integriteti in preprečevanju korupcije (Uradni list RS, št. 69/11 – uradno prečiščeno besedilo, 158/20, 3/22 – ZDeb in 16/23 – ZPPri);

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- Uredba o finančnih zavarovanjih pri javnem naročanju (Uradni list RS, št. 27/16);
- Obligacijski zakonik (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631) ter
- vsa ostala veljavna zakonodaja, ki velja v Republiki Sloveniji in ureja zadevno področje.

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

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

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

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

Zaradi zagotovitve transparentnosti posla in preprečitve korupcijskih tveganj je naročnik dolžan skladno s 6. odstavkom 14. člena ZIntPK pridobiti izjavo oziroma podatke o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe s ponudnikom. Za fizične osebe izjavo vsebuje ime in priimek, naslov prebivališča in delež lastništva. Če ponudnik predloži lažno izjavo oziroma da neresnične podatke o navedenih dejstvih, ima to za posledico nepravilnost ponudbe oziroma ničnost pogodbe.

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

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

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

- *Public Procurement Act (Official Gazette of the RS, No. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F; ZJN-3);*
- *Act on legal protection in public procurement procedures (Official Gazette RS, No. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17 and 72/19);*
- *Public Finance Act (Official Gazette RS, 11/2011 - official consolidated text, 14/13 – popr., 101/13, 55/15 – ZFisP, 96/15 – ZIPRS1617, 13/18, 195/20 – odl. US, 18/23 – ZDU-1O and 76/23);*
- *Law on integrity and corruption prevention (Official Gazette of the RS, No. 69/11 – uradno prečiščeno besedilo, 158/20, 3/22 – ZDeb in 16/23 – ZJPri);*
- *Regulation on Financial Collateral in public procurement (Official Gazette of the RS, No. 27/16);*
- *Code of Obligations (Official Gazette RS, No. 97/07 – official consolidated text, 64/16 – odl. US and 20/18 – OROZ631);*
- *all other applicable legislation in force in the Republic of Slovenia regarding the subject and execution of the procurement.*

The entity can not participate in the public procurement procedure for which an absolute ban on business is applied according to the provision of Article 35 of the ZIntPK. In the event of the presence of an entity for which the conditional business is permitted applicable to Article 35 of the ZIntPK, such entities must refrain from any action that might influence the decision to conclude



and execute a procedure or business. In this respect, the provisions of the ZIntPK must be strictly observed. In the event of an infringement of the said provisions, such tender will be excluded from the further procedure.

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

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

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

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

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

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

3. Jezik razpisne dokumentacije in ponudbe ter oblika

Razpisna dokumentacija je pripravljena v slovenskem in angleškem jeziku. **Ponudbe se oddajo v slovenskem ali angleškem jeziku z izjemo tehničnega dela ponudbe, ki mora biti skladno z navedenim v naslednjem odstavku, v celoti pripravljen v angleškem jeziku.**

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

Če bo naročnik ob pregledu in ocenjevanju ponudb ocenil, da je potrebno del ponudbe, ki ni predložen v slovenskem jeziku oziroma angleškem jeziku, uradno prevesti v slovenski oziroma angleški jezik, bo to zahteval in ponudniku določil ustrezeni rok. Stroške prevoda nosi ponudnik. Za tolmačenje vsebine ponudbe se upošteva besedilo ponudbe v slovenskem jeziku oziroma uraden prevod ponudbe v slovenski jezik, razen v delu ponudbe ki se nanaša na tehnične značilnosti, kakovost in tehnično dokumentacijo, kot so na primer prospekti, propagandni ter tehnični material in drugo, kjer je primaren jezik za tolmačenje angleški jezik.

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

(The public procurement procedure is carried out in the Slovenian and English language. The tenderer may submit a tender in the Slovenian or English language, with the exception of the technical part of the tender, which must be prepared entirely in English language in accordance with the following paragraph.

The part of the tender relating to technical characteristics, quality and technical documentation, such as prospectuses, promotional and technical material and others, must be submitted in English language.

If, upon review and evaluation of the tenders, the Contracting Authority deems that it is necessary to officially translate a part of the tender that is not submitted in Slovenian or English language into Slovenian or English language, he will request this and set the appropriate deadline for the tenderer. The costs of the translation are borne by the tenderer. To interpret the content of the tender, the text of the tender in the Slovenian language, or the official translation of the offer into the Slovenian language, is taken into account, except for the part of the tender that refers to technical characteristics, quality and technical documentation, such as prospectuses, promotional and technical material and others, where the primary language of interpretation is English.

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

4. Samostojna ponudba / Single tender

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

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

5. Skupna ponudba / Joint tender

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

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

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

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



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

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

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

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

Fulfillment of the conditions for participation, as defined in Article 76 of the ZJN-3, is determined cumulatively for all economic entities in the joint tender, unless otherwise specified in the individual condition of this tender documentation.

6. Ponudba s podizvajalci / Subcontractors

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

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

- vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3,
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva.

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

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

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

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



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

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

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

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

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

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

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

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

- list all subcontractors as well as every part of the contract that is to be executed by each individual subcontractor,
- indicate contact details and legal representatives of the proposed subcontractors,
- completed ESPD of these subcontractors in accordance with Article 79 of ZJN-3,
- attach the subcontractor's request for direct payment if the subcontractor so requests.

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

By submitting the tender the tenderer confirms that, in the event of a discount on the offered price, he obtained the prior agreement of the subcontractor to reduce the bid price even in the part to be performed by the subcontractor. The discount on the offered price will also be taken into account for the value of the works to be performed by the subcontractor.

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

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



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

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

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

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

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

If direct payment of the subcontractor is not obligatory in accordance with Article 94 of the ZJN-3, the contracting authority demands that the main contractor sends the contracting authority their own written statement and a written statement from the subcontractor that the subcontractor received payment for his services as part of the public contract no later than 60 days after the final invoice or situation is paid. Failure to submit a statement within the deadline is the reason for initiating a misdemeanor procedure against the tenderer before the National Review Commission. In addition to the fine, the sanction is also the exclusion from procurement procedures for the prescribed period.)

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

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

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

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

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

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

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

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



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

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

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

10. Obvestilo o oddaji naročila / Contract award notice

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

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

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

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

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

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

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

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

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

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

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

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



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

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

- a. če je sprememba, ne glede na njeno denarno vrednost, predvidena v razpisni dokumentaciji v zvezi z oddajo javnega naročila v jasnih, natančnih in nedvoumnih določbah o reviziji, ki lahko vključujejo določbe o reviziji cen, ali opcijah. V takih določbah morajo biti navedeni obseg in vrsta možnih sprememb ali opcij ter pogoji, pod katerimi se lahko uporabijo, ne smejo pa biti predvidene spremembe ali opcije, ki bi spremenile splošno naravo pogodbe o izvedbi javnega naročila ali okvirnega sporazuma;
- b. za dodatne dobave blaga, ki jih izvede prvotni dobavitelj, če so potrebne, čeprav niso bile vključene v prvotno javno naročilo, in če zamenjava dobavitelja:
 - ni mogoča iz ekonomskih ali tehničnih razlogov, kot so zahteve glede zamenljivosti ali interoperabilnosti z obstoječo opremo, storitvami ali inštalacijami, naročenimi v okviru prvotnega javnega naročila, ter
 - bi naročniku povzročila velike nevšečnosti ali znatno podvajanje stroškov;
- c. če je sprememba potrebna zaradi okoliščin, ki jih skrben naročnik ni mogel predvideti, in sprememba ne spreminja splošne narave javnega naročila;
- d. če izvajalca, ki mu je naročnik prvotno oddal javno naročilo, zamenja nov dobavitelj kot posledica enega od naslednjih razlogov:
 - nedvoumna določba o reviziji ali opcija v skladu z a. točko;
 - drug gospodarski subjekt, ki izpolnjuje prvotno določene pogoje za sodelovanje, standarde za zagotavljanje kakovosti in standarde za okoljsko ravnanje ter zanj ne obstajajo prvotno določeni razlogi za izključitev, v celoti ali delno nasledi prvotnega izvajalca po prestrukturiranju podjetja, vključno s prevzemom, združitvijo, pripojitvijo ali insolventnostjo, če to ne vključuje drugih bistvenih sprememb javnega naročila in ni namenjeno obidu določb tega zakona;
- e. če sprememba ne glede na njeno vrednost ni bistvena.

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

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

- sprememba uvaja pogoje, ki bi, če bi bili del prvotnega postopka javnega naročanja, omogočili udeležbo drugih kandidatov kot tistih, ki so bili prvotno izbrani, ali sprejem druge ponudbe kot tiste, ki je bila prvotno izbrana, ali pa bi k sodelovanju v postopku javnega naročanja pritegnili še druge udeležence;
- sprememba spreminja ekonomsko ravnotežje pogodbe o izvedbi javnega naročila v korist izvajalca na



način, ki ni bil predviden v prvotni pogodbi;

- zaradi spremembe je znatno razširjen obseg pogodbe o izvedbi javnega naročila;
- drug gospodarski subjekt zamenja prvotnega izvajalca v primeru, ki ni naveden v d. točki.

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

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

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

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

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

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

- the modification introduces conditions which, had they been part of the initial procurement procedure, would have allowed for the admission of other candidates than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the procurement procedure;*
- the change changes the economic balance of the contract in favor of the contractor in a way that was not foreseen in the original contract;*
- due to the change, the scope of the contract is considerably expanded;*
- another economic operator replaces the original contractor in a case other than that mentioned in d. point above.)*

12. Zaupnost ponudbene dokumentacije / Confidentiality



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

Podatki, ki jih bo ponudnik upravičeno označil kot zaupne oziroma poslovno skrivnost, bodo uporabljeni zgolj za namene postopka in ne bodo dostopni nikomur zunaj kroga oseb, ki bodo vključene v postopek konkretnega javnega naročila. Ti podatki ne bodo objavljeni na odpiranju ponudb niti v nadaljevanju postopka ali pozneje, razen v primeru, da bo ponudnik sam oddal ponudbo na način, da bodo poslovne skrivnosti in ostali podatki vidni javnosti.

Skladno z določili zakona, ki ureja poslovno skrivnost, poslovna skrivnost zajema nerazkrito strokovno znanje, izkušnje in poslovne informacije, ki izpolnjuje naslednje zahteve:

- je skrivnost, ki ni splošno znana ali lahko dosegljiva osebam v krogih, ki se običajno ukvarjajo s to vrsto informacij;
- ima tržno vrednost;
- imetnik poslovne skrivnosti je v danih okoliščinah razumno ukrepal, da jo ohrani kot skrivnost.

Domneva se, da je zahteva iz tretje alineje prejšnjega odstavka izpolnjena, če je imetnik poslovne skrivnosti informacijo določil kot poslovno skrivnost v pisni obliki in o tem seznanil naročnika in vse osebe, ki prihajajo v stik ali se seznanijo s to informacijo, zlasti družbenike, delavce, člane organov družbe in druge osebe. Za poslovno skrivnost se ne morejo določiti informacije, ki so po zakonu javne, ali informacije o kršitvi zakona ali dobrih poslovnih običajev.

Na podlagi drugega odstavka 35. člena ZJN-3 so javni podatki specifikacije ponujenega blaga, storitve ali gradnje in količina iz te specifikacije, cena na enoto, vrednost posamezne postavke in skupna vrednost iz ponudbe ter vsi tisti podatki, ki so vplivali na razvrstitev ponudbe v okviru drugih meril. Vsi podatki, ki so na podlagi ZJN-3 javni oziroma podatki, ki so javni na podlagi drugega zakona, ne bodo obravnavani kot poslovna skrivnost, ne glede na to, ali jih bo ponudnik opredelil oziroma označil kot take.

Naročnik bo obravnaval kot poslovno skrivnost tiste dokumente v prijavi oz. ponudbeni dokumentaciji, ki bodo kot taki opredeljeni v sklepu ali na drug način v pisni obliki, tako da bo jasno, da ponudnik takšno informacijo šteje za poslovno skrivnost.

(Tenderers who become aware of confidential information or business secrets by participating in the procedure or performing contractual obligations are obliged to protect them in accordance with the regulations governing the protection of business secrets.

Information that the Tenderer will rightfully designate as confidential or trade secret will be used only for the purposes of the procedure and will not be accessible to anyone outside the circle of persons who will be involved in the specific public procurement procedure. This information will not be published at the opening of tenders or during the continuation of the process or later, except in the event that the bidder himself submits the bid in such a way that business secrets and other information are visible to the public.

In accordance with the provisions of the law governing trade secrets, a trade secret covers undisclosed professional knowledge, experience and business information that meets the following requirements:

- *is a secret that is not generally known or readily available to persons in circles that normally deal with this type of information;*
- *has a market value;*
- *the holder of the trade secret took reasonable steps under the circumstances to keep it a secret.*

It is assumed that the requirement from the third indent of the previous paragraph has been met if the holder of the trade secret has designated the information as a trade secret in writing and informed the client and all persons who come into contact with or learn about this information, in particular partners, employees, members of the company's bodies and other persons. Information that is public by law or information about a violation of the law or good business practices cannot be defined as a trade secret.

On the basis of the second paragraph of Article 35 of the ZJN-3, public data are the 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 the data that influenced the classification of the offer in the context of other criteria. All information that is public on the basis of ZJN-3, or information that is public on the basis of another law, will not be treated as a trade secret, regardless of whether the provider defines or marks it as such.



The client will consider those documents in the application or offer documentation, which will be defined as such in the decision or in another way in writing, so that it will be clear that the offeror considers such information a business secret.)

13. Način predložitve dokumentov v ponudbi / Tender submission

Zaželeno je:

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

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

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

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

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

(It is desirable:

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

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

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

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

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



14. Veljavnost ponudbe / Tender validity

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

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

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

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

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

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

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

Ponudnik navede ponudbene cene na dve decimalki natančno.

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

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

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

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

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

16. Naknadne podražitve / Subsequent increases

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

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

17. Pravno varstvo / Legal remedy

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

**ZAVOD ZA GRADBENIŠTVO SLOVENIJE**

DIMIČEVA ULICA 12

1000 LJUBLJANA

Splet: <http://www.zag.si/>Email: info@zag.si

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

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

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

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

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

<https://ejn.gov.si/sistem/pravno-varstvo.html>

Zahtevek za revizijo se vloži elektronsko prek aplikacije eRevizija.

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

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

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

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

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

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

In the request for review, the applicant must enclose confirmation of payment of the fee set out in accordance with Article 71 of the ZPVPJN, in the amount of 4.000,00 EUR when the request for review relates to the content of the contract notice or the procurement documents.

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

<https://ejn.gov.si/sistem/pravno-varstvo.html>

A request for review shall be submitted via application eRevizija.

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



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DIMIČEVA ULICA 12

1000 LJUBLJANA

Splet: <http://www.zag.si/>

Email: info@zag.si

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



Merila / Criteria for the evaluation of tenders

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

Samo ponudbe, ki izpolnjujejo minimalne tehnične specifikacije (tj. veljavne ponudbe), bodo ocenjene z merili za izbor in upoštevane pri nakupu.

Izbirna merila (SC) so sestavljena iz treh delov:

- Ekonomska ponudba (A),
- Tehnične izboljšave (B) in
- Prodajni pogoji (C).

Največje število točk bo podeljeno na naslednji način :

- A (ekonomska ponudba): 250 točk
- B (tehnične izboljšave): 600 točk.
- C (prodajni pogoji): 150 točk

SC se izračuna kot vsota treh členov: **SC=A+B+C** in lahko doseže največ 1000 točk. Zaokroženo bo na najbližjo 1 točko.

OCENA EKONOMSKE PONUDBE

Število točk za termin A (Ekonomska ponudba) se določi po naslednji formuli:

$$A = 250 \text{ točk} \times \frac{\text{Najnižja ponujena cena, brez DDV}}{\text{Cena ponudbe, ki se ocenjuje, brez DDV}}$$

V okviru termina A se lahko pridobi največ 250 točk. Število točk bo zaokroženo na najbližjo 1 točko.

OCENA TEHNIČNIH IZBOLJŠAV

Število točk za tehnične izboljšave (B) se izračuna kot vsota delov: $B=B1+B2+B3+B4+B5$ in lahko doseže največ 600 točk.

Vse tehnične izboljšave morajo biti izvedene tako, da so še vedno izpolnjene vse minimalne tehnične zahteve brez bistvenih sprememb s strani uporabnika. Ponudnik mora v ponudbi predložiti dokazila (npr. prospektno dokumentacijo, itn.), iz katere bo jasno in nedvoumno razvidno, kako so tehnične izboljšave implementirane.

Točke bodo podeljene glede na naslednje dosežene tehnične izboljšave:

B1 – HPU je opremljen s tremi enotami motor/črpalka (100 točk)

B2 – HPU je pripravljen za nadgradnjo na pretok do 500 l/min (100 točk)

B3 – Nadzorni sistem HPU je pripravljen na povečanje pretoka v smislu dodatnih enot motor/črpalka (100 točk)

B4 – HPU ima samodejni sistem za prilagajanje pretoka (250 točk)

B5 – Dimenzije HPU so znotraj določenih okvirov (50 točk)



B1 – HPU JE OPREMLJEN S TREMI ENOTAMI MOTOR/ČRPALKA (100 TOČK)

Za doseganje večje energetske učinkovitosti, morajo skupni pretok zagotavljati vsaj tri ločene enote motor/črpalka, vse z enako nominalno kapaciteto.

**B2 – HPU JE PRIPRAVLJEN ZA NADGRADNJO NA PRETOK DO 500 L/MIN
(100 TOČK)**

Hidravlični pogonski agregat mora biti zasnovan na način, da omogoča nadgradnjo do skupne zmogljivosti 500 litrov na minuto. Posledično mora že vsebovati prostor za vgradnjo dodatnih enot motor/črpalka. Poleg tega mora električna omarica pogonskega agregata biti opremljena na način, da zagotavlja napajanje tudi dodatnih enot. Predvidena nadgradnja v prihodnosti mora biti tako mogoča le z vgradnjo dodatnih enot motor/črpalka, brez dodatnih modifikacij ali posegov.

**B3 – NADZORNI SISTEM HPU JE PRIPRAVLJEN NA POVEČANJE PRETOKA V SMISLU DODATNIH ENOT
MOTOR/ČRPALKA (100 TOČK)**

V prihodnosti je predvidena nadgradnja zmogljivosti hidravličnega pogonskega agregata s tremi dodatnimi enotami motor/črpalka z enakimi nominalnimi zmogljivostmi (dodatna zmogljivost 250 litrov na minuto). Nadzorni sistem pogonskega agregata mora omogočati upravljanje z vsemi vgrajenimi enotami (skupno šest pri polni opremljenosti).

B4 – HPU IMA SAMODEJNI SISTEM ZA PRILAGAJANJE PRETOKA (250 TOČK)

Za optimiranje energetske učinkovitosti in doseganje načrtovanih prihrankov, mora biti HPU opremljen z inteligentnim nadzornim sistemom za upravljanje pretoka. Sistem mora biti sposoben avtonomno aktivirati le najmanjše potrebno število enot motor/črpalka za doseganje trenutnih potreb po pretoku, ki jo sistem določi sam z vgrajenim merilnikom pretoka.

Dodatno mora HPU imeti sposobnost avtonomno zmanjšati električno moč in porabo hladilne vode v obdobjih, ko sistem deluje pod svojo maksimalno zmogljivostjo. To vključuje zagon in zaustavitev posameznih enot motor/črpalka glede na trenutne potrebe po pretoku. Inteligentni nadzorni sistem mora biti zasnovan tako, da lahko upravlja z do šestimi enotami motor/črpalka, pri čemer se upošteva fleksibilnost pri potencialni bodoči razširitvi kapacitete HPU.

B5 – DIMENZIJE HPU SO ZNOTRAJ DOLOČENIH OKVIROV (50 TOČK)

Zaradi prostorskih omejitev je zaželeno, da HPU ne zavzame več kot 4500mm x 1100mm tlorisne površine (dodatno je ob pogonskem agregatu potreben prostor za dostop). Višina agregata ne sme presegati 2100 mm.



OCENA PRODAJNIH POGOJEV

Število točk za prodajne pogoje (C) se izračuna kot vsota dveh členov: $C=C1+C2$ in lahko doseže največ 150. Vsak člen bo zaokrožen na najbližjo 1 točko in je omejen na pozitivne vrednosti.

Prodajni pogoji bodo ovrednoteni po naslednjih merilih:

C1 – Dodatna splošna garancija:

$C1 = 100 \times ((\text{ponujena garancija v letih} - 1 \text{ leto}) / 2 \text{ leti})$; (največ 100 točk)

C2 – Zajamčeno obdobje servisiranja:

$C2 = 50 \times ((\text{zajamčeno obdobje servisiranja} - 10 \text{ let}) / 5 \text{ let})$; (največ 50 točk)

C1 – DODATNA SPLOŠNA GARANCIJA (NAJVEČ 100 TOČK)

Dodatna splošna garancija mora obsegati, enako kot osnovna, vse stroške povezane s popravilom (potni stroški, stroški dela in honorarja, stroški rezervnih delov, potrošnega materiala).

Za vsako dodatno leto garancije se mora izvesti načrtovani letni preventivni pregled. Vsi stroški tega pregleda morajo biti zajeti (potni stroški, stroški dela, prav tako stroški potrošnih materialov – filtrov in podobno). Plin za polnjenje akumulatorjev zagotovi ZAG.

C2 – ZAJAMČENO OBDOBJE SERVISIRANJA (NAJVEČ 50 TOČK)

Dobavitelj mora v času zajamčenega obdobja servisiranja zagotavljati servis ter nadomestne dele.

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

Only offers that meet the minimum technical specifications (i.e., eligible tenders) will be evaluated using the selection criteria and considered for purchase.

The selection criteria (SC) consist of three parts:

- *Economic offer (A),*
- *Technical improvements (B) and*
- *Sales terms (C).*

The maximum number of points will be awarded as follows:

- *A (economic offer): 250 points*
- *B (technical improvements): 600 points.*
- *C (terms of sale): 150 points*

SC is calculated as the sum of three terms: $SC=A+B+C$ and can reach a maximum of 1000 points. It will be rounded to the nearest 1 point.

EVALUATION OF ECONOMIC OFFER

The number of points for the term A (Economic offer) will be calculated based on the following formula:



$$A = 250 \text{ points} \times \frac{\text{The lowest price from received tenders excl.VAT}}{\text{Price of the tender under evaluation excl.VAT}}$$

A maximum of 250 points can be reached in the term A. The number of points will be rounded to the nearest 1 point.

EVALUATION OF TECHNICAL IMPROVEMENTS

The number of points for the term B (Technical improvements) is calculated as the sum of the terms: $B=B1+B2+B3+B4+B5$ and can reach a maximum of 600 points.

All the technical improvements must be implemented in a way where all of the minimum technical requirements are still met without significant modification by the user. The supplier must demonstrate in the offer with a sufficient description or submit evidence (such as prospectus documentation, etc.) how improved technical specifications are implemented.

The points will be awarded according to the accomplishment of the following technical improvements:

B1 – HPU is equipped with three motor/pump modules (100 points)

B2 – HPU is ready for flow upgrade up to 500 l/min (100 points)

B3 – HPU control is ready for flow upgrade in terms of additional pump modules (100 points)

B4 – HPU has automated flow management system (250 points)

B5 – HPU has effective space-saving footprint (50 points)

B1 – HPU IS EQUIPPED WITH THREE MOTOR/PUMP MODULES (100 POINTS)

To achieve optimal energy efficiency, the necessary oil flow must be distributed among three separate motor/pump units, each delivering an equal flow rate.

B2 – HPU IS READY FOR FLOW UPGRADE UP TO 500 L/MIN (100 POINTS)

The hydraulic power unit (HPU) is designed with the foresight of accommodating an expansion of up to a maximum flow of 500 liters per minute. Consequently, the HPU structure is equipped with the essential bays for the placement and mounting of the additional required motor/pump units. Additionally, the electrical cabinet is already configured to handle the management of these supplementary motor/pump units. Therefore, for any future expansions, it will only be necessary to add the motor/pump units themselves, as the infrastructure and electrical systems are already prepared for this purpose.

B3 – HPU CONTROL SYSTEM IS READY FOR ADDITIONAL MOTOR/PUMP MODULES (100 POINTS)

To ensure that future investments align more closely with the specific requirements of the laboratory and maintain the energy-saving objectives mentioned earlier, the maximum allowable increase in oil flow (an additional 250 liters per minute) can be achieved by incorporating three additional motor/pump units, all with the same flow rate. Therefore, the HPU control system must be ready to effectively manage these three additional motor/pump units (total six units when fully equipped).

B4 – HPU HAS AUTOMATED FLOW MANAGEMENT SYSTEM (250 POINTS)

In order to optimize electricity consumption and achieve associated cost savings, the HPU requires an intelligent flow management system. This system will autonomously activate only the minimum necessary motor/pump units, determined by the



current test flow requirement, which will be automatically measured by the system itself, eliminating the need for human intervention.

Furthermore, the HPU should have the capability to autonomously reduce electrical power and cooling water consumption during periods when the system is operating below its maximum capacity. This entails the initiation and cessation of individual motor/pump modules based on the system's flow requirements at any given moment. This intelligent system should be designed to accommodate up to six motor/pump units, with flexibility for potential future system expansion.

B5 – HPU HAS EFFECTIVE SPACE-SAVING FOOTPRINT (50 POINTS)

Having limited laboratory space, it is required that the HPU occupies no more than 4500mm x 1100mm in footprint (plus necessary buffer areas around the system); height can be up to 2100mm.

EVALUATION OF TERMS OF SALE

The number of points for the term C (Terms of sale) is calculated as the sum of the terms: $C=C1+C2$ and can reach a maximum of 150 points. Each term will be rounded to the nearest 1 point and is limited to positive values.

The terms of sale will be evaluated using the following criteria:

C1 – Additional general warranty:

$C1 = 100 \times ((\text{offered warranty in years} - 1 \text{ years}) / 2 \text{ years}); (\text{max. } 100 \text{ points})$

C2 – Guaranteed serviceability period:

$C2 = 50 \times ((\text{offered serviceability time in years} - 10 \text{ years}) / 5 \text{ years}); (\text{max. } 50 \text{ points})$

C1 – ADDITIONAL GENERAL WARRANTY (MAX 100 POINTS)

The additional warranty years must include, same as the standard legal one, every necessary expense related to the repair activity (technician travel expense, fee, labor, spare parts, and consumables).

For each additional year of warranty, there will be a scheduled system preventive maintenance visit conducted annually. The costs associated with this visit, including technician travel expenses, fees, and labor charges, will be fully covered. This coverage also extends to essential consumables like filters. However, any required fluids, such as nitrogen for accumulators, will remain the responsibility of ZAG.

C2 – GUARANTEED SERVICEABILITY PERIOD (MAX. 50 POINTS)

The supplier must provide HPU serviceability and spare parts for the period declared.

Pogoji za priznanje usposobljenosti / Conditions for recognition of competence

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

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

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

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

Razlogi za izključitev / Grounds for exclusion

POGOJ 1 Nekaznovanost

Condition No. 1

Impunity

Naročnik bo iz sodelovanja v postopku javnega naročanja izključil gospodarski subjekt, če pri preverjanju v skladu s 77., 79. in 80. členom ZJN-3 ugotovi ali je drugače seznanjen, da je bila gospodarskemu subjektu ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem, izrečena pravnomočna sodba za kazniva dejanja iz Kazenskega zakonika (Uradni list RS, št. 50/12 – uradno prečiščeno besedilo, 6/16 – popr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21 in 105/22 – ZZNŠPP; v nadaljnjem besedilu: KZ-1) ali za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča, in so taksativno naštetja v prvem odstavku 75. člena ZJN-3.

Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.

The contracting authority will exclude the economic entity from participating in the public procurement procedure if, during the verification in accordance with Articles 77, 79 and 80 of the ZJN-3, it finds or is otherwise aware that a final judgment has been pronounced against the economic entity or a person who is a member of the administrative, management or supervisory body of this economic entity, or who has the authority to represent it or make decisions or supervise it, for criminal acts from the Criminal Code (Official Gazette of the RS, No. 50/12 – official consolidated text, 6/16 – corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21 and 105/22 – ZZNŠPP; hereinafter: KZ-1) or for comparable criminal acts pronounced by foreign courts, and are listed exhaustively in the first paragraph 75 of Article ZJN-3.

The contracting authority will exclude an economic entity from the public procurement process at any time during the process, if it turns out that, before or during the public procurement process, this entity

	is in one of the above-mentioned positions based on actions taken or not taken.
DOKAZILO <i>Proof</i>	<p>Izjava zakonitega zastopnika gospodarskega subjekta (obrazec in ESPD) v zvezi s kaznivimi dejanji iz prvega odstavka 75. člena ZJN-3 in seznam članov organov in zastopnikov gospodarskega subjekta.</p> <p>Preverbo izpolnjevanja pogojev bo naročnik izvedel sam. Naročnik si pridržuje pravico, da v sklopu preverjanje ponudbe, zahteva dopolnitev ponudbe z overjeno izjavo gospodarskega subjekta in fizičnih oseb, da je pogoj izpolnjen na dan oddaje ponudbe oziroma pooblastilo za pridobitev podatkov iz Kazenske evidence, če bo navedeno potrebno (npr. zaradi nedelovanja sistema e-Dosje).</p> <p><i>Declaration of the legal representative of the economic entity (form and ESPD) in relation to the criminal acts referred to in the first paragraph of Article 75 of the ZJN-3 and the list of members of the bodies and representatives of the economic entity.</i></p> <p><i>The Contracting Authority will carry out the verification of compliance with the conditions himself. The Contracting Authority reserves the right to, as part of the verification of the tender, request the addition of the tender with a certified statement from the business entity and natural persons that the condition is met on the day of submission of the tender, or authorization to obtain data from the Criminal Record, if this is necessary (e.g. due to the non-functioning of the e-Dosje system).</i></p>
NAVODILO / OPOMBA <i>Instruction / Note</i>	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Izpis iz sodnega ali drugega ustreznega registra v državi sedeža, iz katerega je razvidno, da ne obstajajo razlogi za izključitev.</p> <p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz prvega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><u>Economic entities that do not have their headquarters in the Republic of Slovenia:</u></p> <p><i>An extract from the judicial or other relevant register in the country of the headquarters, from which it is clear that there are no grounds for exclusion.</i></p> <p><i>If a member state or a third country does not issue documents and certificates, or if they do not cover all cases from the first paragraph of Article 75 of the ZJN-3, they can be replaced by a sworn statement, if this is not provided for in a member state or a third country, or by a statement of a certain person given before a competent judicial or administrative authority, a notary or a competent organization in the home country of that person or in the country where the economic entity is based.</i></p>
Partnerji v skupni ponudbi <i>Partners in joint</i>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Velja enako kot za vodilnega partnerja.</p>



tenders	<i>It is the same as for a leading partner.</i>
Podizvajalci Subcontractors	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Velja enako kot za vodilnega partnerja. <i>It is the same as for a leading partner.</i>

POGOJ 2 Plačani davki in prispevki /	<p>Naročnik bo iz sodelovanja v postopku javnega naročanja izključil gospodarski subjekt, če pri preverjanju v skladu s 77., 79. in 80. členom ZJN-3 ugotovi, da gospodarski subjekt ne izpolnjuje obveznih dajatev in drugih denarnih nedavčnih obveznosti v skladu z zakonom, ki ureja finančno upravo, ki jih pobira davčni organ v skladu s predpisi države, v kateri ima sedež, ali predpisi države naročnika. Šteje se, da gospodarski subjekt ne izpolnjuje obveznosti iz prejšnjega stavka tudi, če nima predloženih vseh obračunov davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do roka za oddajo ponudbe ali prijave. Gospodarskega subjekta se ne izloči, če gospodarski subjekt do roka za oddajo prijav ali ponudb poravna neplačane zapadle obveznosti, ki znašajo 50 eurov ali več in predloži vse obračune davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih pet let do roka za oddajo prijave ali ponudbe.</p> <p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p>
Condition No. 2 Paid taxes and contributions	<p><i>The contracting authority will exclude the economic entity from participation in the public procurement procedure if, during the verification in accordance with Articles 77, 79 and 80 of ZJN-3, it finds that the economic entity does not fulfill mandatory duties and other monetary non-tax obligations in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is headquartered or the regulations of the contracting country. It is considered that the economic entity does not fulfill the obligations from the previous sentence even if it has not submitted all tax deductions for income from the employment relationship for the period of the last five years by the deadline for submitting the tender or application. An economic entity will not be excluded if the economic entity settles unpaid due obligations amounting to 50 euros or more by the deadline for submission of applications or bids and submits all withholding tax statements for income from employment for the period of the last five years by the deadline for submission of applications or tenders.</i></p> <p><i>The contracting authority will exclude an economic entity from the public procurement process at any time during the process, if it turns out that, before or during the public procurement process, this entity is in one of the above-mentioned positions based on actions taken or not taken.</i></p>
DOKAZILO Proof	<p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p>Gospodarski subjekt lahko predloži potrdilo Finančne uprave RS iz katerega bo razvidno, da ne obstajajo razlogi za izključitev.</p> <p>V kolikor bo gospodarski subjekt predložil zgolj Obrazec KROVNA IZJAVA in ESPD, bo</p>

	<p>naročnik potrdilo Finančne uprave RS pridobil sam.</p> <p><i>Completed and signed OFFER DECLARATION Form and ESPD.</i></p> <p><i>The business entity can submit a certificate from the Financial Administration of the Republic of Slovenia, which will show that there are no grounds for exclusion.</i></p> <p><i>Insofar as the economic entity submits only the OFFER DECLARATION form and the ESPD, the client will obtain the certificate from the Financial Administration of the Republic of Slovenia on its own.</i></p>
<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	<p><u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u></p> <p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz drugega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><u><i>Economic entities that do not have their headquarters in the Republic of Slovenia:</i></u></p> <p><i>If a member state or a third country does not issue documents and certificates, or if they do not cover all the cases from the second paragraph of Article 75 of the ZJN-3, they can be replaced by a sworn statement, if this is not provided for in a member state or a third country, or by a statement of a certain person given before a competent judicial or administrative authority, a notary public or a competent professional or trade organization in the home country of that person or in the country in which the economic entity is based.</i></p>
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint tenders</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Velja enako kot za vodilnega partnerja.</p> <p><i>It is the same as for a leading partner.</i></p>
<p>Podizvajalci</p> <p><i>Subcontractors</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec Izjava pooblaščen osebe podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalce in ESPD.</p> <p><i>A completed Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions and Authorisation and ESPD.</i></p>
<p>POGOJ 3 Ponudnik ni izločen iz postopkov oddaje</p>	<p>Naročnik bo iz postopka javnega naročanja izključil gospodarski subjekt, če je ta na dan, ko poteče rok za oddajo ponudb ali prijav, izločen iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja.</p>

<p>javnih naročil</p> <p>/</p> <p>Condition No. 3</p> <p>The tenderer is not excluded from the procurement procedures</p>	<p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p> <p><i>On the day when the deadline to submit tenders expires, the economic operator is not classified in the record of economic operators with imposed accessory sanctions of exclusion of public procurement procedures from point a) of paragraph four Article 75 ZJN-3.</i></p> <p><i>The contracting authority will exclude the economic operator from the public procurement procedure at any time in the procedure if it proves that, before or during the public procurement procedure, entity is in one of the abovementioned positions in relation to the acts committed or not carried out.</i></p>
<p>DOKAZILO</p> <p>Proof</p>	<p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p>Naročnik bo izpolnjevanje pogoja preveril v evidenci gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja, ki jo vodi ministrstvo, pristojno za javna naročila.</p> <p><i>Completed and signed OFFER DECLARATION Form and ESPD.</i></p> <p><i>The Contracting Authority will check the fulfillment of the condition in the records of economic entities with imposed side sanctions of exclusion from public procurement procedures, which is managed by the ministry responsible for public procurement.</i></p>
<p>NAVODILO / OPOMBA</p> <p>Instruction / Note</p>	<p>/</p>
<p>Partnerji v skupni ponudbi</p> <p>Partners in joint tenders</p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Velja enako kot za vodilnega partnerja.</p> <p><i>It is the same as for a leading partner.</i></p>
<p>Podizvajalci</p> <p>Subcontractors</p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Izpolnjen in podpisan Obrazec Izjava pooblaščenih oseb podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD.</p> <p><i>A completed Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions and Authorisation and ESPD.</i></p>
<p>POGOJ 4</p> <p>Prekršek v zvezi s plačilom za delo</p>	<p>Naročnik bo iz postopka izključil gospodarski subjekt, če je v zadnjih treh letih pred potekom roka za oddajo ponudb ali prijavi pristojni organ Republike Slovenije ali druge države članice ali tretje države pri njem ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub</p>

<p>/</p> <p>Condition No. 4</p> <p>An offence relating to payment for work</p>	<p>obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno, za kateri mu je bila s pravno močno odločitvijo ali več pravno močnimi odločitvami izrečena globa za prekršek.</p> <p>Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt, če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od zgoraj navedenih položajev.</p> <p><i>In the last three years before the deadline to submit tenders the economic operator was not imposed a fine twice on account of an offence relating to payment for work, working hours, rest periods, work on the basis of civil law contracts, despite the existence of elements of an employment relationship, or in relation to undeclared employment, in a final judgement of a competent authority of the Republic of Slovenia or another Member State of third country.</i></p> <p><i>The contracting authority will exclude the economic operator from the public procurement procedure at any time in the procedure if it proves that, before or during the public procurement procedure, entity is in one of the abovementioned positions in relation to the acts committed or not carried out.</i></p>
<p>DOKAZILO</p> <p><i>Proof</i></p>	<p>Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD.</p> <p>Gospodarski subjekt lahko v ponudbi predloži potrdilo Inšpektorata RS za delo iz katerega bo razvidno, da ne obstajajo razlogi za izključitev.</p> <p>V kolikor bo gospodarski subjekt predložil zgolj Obrazec KROVNA IZJAVA in ESPD, lahko naročnik potrdilo pridobi sam.</p> <p><i>Completed and signed OFFER DECLARATION Form and ESPD.</i></p> <p><i>In the Tender, the economic entity can submit a certificate from the Labor Inspectorate of the Republic of Slovenia, which will show that there are no reasons for exclusion.</i></p> <p><i>Insofar as the economic entity submits only the OFFER DECLARATION Form and the ESPD, the Contracting Authority can obtain the certificate himself.</i></p>
<p>NAVODILO / OPOMBA</p> <p><i>Instruction / Note</i></p>	<p>Če država članica ali tretja država dokumentov in potrdil ne izdaja ali če ti ne zajemajo vseh primerov iz drugega odstavka 75. člena ZJN-3, jih je mogoče nadomestiti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.</p> <p><i>If a member state or a third country does not issue documents and certificates, or if they do not cover all the cases from the second paragraph of Article 75 of the ZJN-3, they can be replaced by a sworn statement, if this is not provided for in a member state or a third country, or by a statement of a certain person given before a competent judicial or administrative authority, a notary public or a competent professional or trade organization in the home country of that person or in the country in which the economic entity is based.</i></p>
<p>Partnerji v skupni ponudbi</p> <p><i>Partners in joint</i></p>	<p>MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition</p> <p>Velja enako kot za vodilnega partnerja.</p>

tenders	<i>It is the same as for a leading partner.</i>
Podizvajalci Subcontractors	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Izpolnjen in podpisan Obrazec Izjava pooblaščen osebe podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD. <i>A completed Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions and Authorisation and ESPD.</i>

Poslovna in finančna sposobnost / Economic and financial standing

POGOJ 1 Sposobnost za opravljanje poklicne dejavnosti Condition No. 1 Eligibility to perform a professional activity	Gospodarski subjekt je <u>vpisan v enega od poklicnih ali poslovnih registrov</u> , ki se vodijo v državi članici, v kateri ima gospodarski subjekt sedež. Seznam poklicnih ali poslovnih registrov v državah članicah Evropske unije določa Priloga XI Direktive 2014/24/EU. <i>The economic operator must be registered in a professional or business register which is held in the Member State in which the economic operator is based. The list of professional or business registers in the Member States of the European Union is set out in Annex XI of Directive 2014/24 / EU.</i>
DOKAZILO <i>Proof</i>	Izpolnjen in podpisan Obrazec KROVNA IZJAVA in ESPD. <i>Completed and signed OFFER DECLARATION Form and ESPD.</i>
NAVODILO / OPOMBA <i>Instruction / Note</i>	<u>Gospodarski subjekti, ki nimajo sedeža v Republiki Sloveniji:</u> Izjava gospodarskega subjekta o izpolnjevanju pogojev glede osnovne sposobnosti ponudnika in Dokazilo iz uradnih evidenc o izpolnjevanju navedenega pogoja. Če država, v kateri ima kandidat oziroma ponudnik svoj sedež, ne izdaja dokazil iz uradnih evidenc, bo naročnik namesto pisnega dokazila sprejel zapriseženo izjavo prič ali zapriseženo izjavo kandidata oziroma ponudnika. <u>Economic entities that do not have their headquarters in the Republic of Slovenia:</u> Declaration of the economic entity on the fulfillment of the conditions regarding the basic ability of the provider and Proof from the official records of the fulfillment of the specified condition. If the country in which the candidate or tenderer has its registered office does not issue evidence from official records,

	<i>the client will accept the sworn statement of witnesses or the sworn statement of the candidate or tenderer instead of written evidence.</i>
Partnerji v skupni ponudbi <i>Partners in joint tenders</i>	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Velja enako kot za vodilnega partnerja. <i>It is the same as for a leading partner.</i>
Podizvajalci <i>Subcontractors</i>	MORAJO izpolnjevati pogoj / mandatory fulfillment of the condition Izpolnjen in podpisan Obrazec Izjava pooblaščen osebe podizvajalca v zvezi z izpolnjevanjem obveznih pogojev za podizvajalca in ESPD. <i>A completed Statement by the representatives of the subcontractor in relation to meeting the mandatory conditions and Authorisation and ESPD.</i>

Tehnična sposobnost / Technical standing

POGOJ 1 Reference Condition No. 1 References	<p>Gospodarski subjekt, ki nastopa v ponudbi, je v zadnjih štirih (4) letih pred datumom objave tega javnega naročila na Portalu javnih naročil, izvedel vsaj tri (3) referenčne posle dobave primerljivih naprav v EU, Norveški, Švici ali Veliki Britaniji.</p> <p>Primerljiva naprava je hidravlični pogonski agregat s primerljivimi tehničnimi specifikacijami, kot zahtevano v okviru predmetnega javnega naročila.</p> <p>Gospodarski subjekt mora v ponudbi z opisom dobavljenega referenčnega posla izkazati, da gre za primerljivo opremo oziroma predložiti dokazila (kot npr. prospektno dokumentacijo itn.) iz katere bo jasno in nedvoumno izhajalo, da je bila v okviru referenčnega posla dobavljena primerljiva oziroma adekvatna oprema.</p> <p>Naročnik si pridržuje pravico ugotoviti, ali se predlagane naprave lahko štejejo za primerljive.</p> <p><i>In the last four (4) years prior to the date of publication of this public procurement on the Public Procurement Portal, the economic entity participating in the tender has performed at least three (3) reference contracts for the supply of comparable devices in EU, Norway, Switzerland or Great Britain.</i></p> <p><i>A comparable device is a hydraulic power unit with comparable technical specifications, as required in the context of the public procurement in question.</i></p> <p><i>The economic entity must demonstrate in the tender with a sufficient description that the delivered reference transactions are for comparable equipment, or submit evidence (such as prospectus documentation, etc.) from which it will clearly and unequivocally follow that comparable or adequate equipment was supplied within the scope of the reference business.</i></p> <p><i>The Contracting Authority reserves the right to determine whether the proposed devices can be considered comparable.</i></p>
DOKAZILO	Gospodarski subjekt izpolni obrazec Referenčna lista gospodarskega subjekta in predloži



<i>Proof</i>	prospektno dokumentacijo dobavljene opreme oziroma predloži adekvatna dokazila. <i>The economic entity fills in the form Reference list of the economic entity and submits the prospectus documentation of the supplied equipment or submits adequate supporting documents.</i>
NAVODILO / OPOMBA <i>Instruction / Note</i>	/
Partnerji v skupni ponudbi <i>Partners in joint tenders</i>	KUMULATIVNO izpolnjevanje pogoja / CUMULATIVE fulfillment of the condition
Podizvajalci <i>Subcontractors</i>	KUMULATIVNO izpolnjevanje pogoja / CUMULATIVE fulfillment of the condition



Finančna zavarovanja /Financial insurance

Zavarovanje za dobro izvedbo pogodbenih obveznosti / *Performance guarantee*

Instrument zavarovanja: Bančna garancija oz. kavcijsko zavarovanje

Višina zavarovanja: 10,00 % pogodbene vrednosti brez DDV

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

Izbrani ponudnik bo moral zahtevano zavarovanje predložiti najkasneje v 8 (osmih) delovnih dneh po podpisu pogodbe, v višini 10% skupne pogodbene vrednosti brez DDV. Podpisana pogodba velja pod odložnim pogojem predložitve zahtevanega zavarovanja.

Ponudnik s predložitvijo ponudbe soglaša (Obr. 3: Krovna izjava), da bo v primeru, če je izbran kot ekonomsko najugodnejši, predložil zahtevano finančno zavarovanje za dobro izvedbo pogodbenih obveznosti (brezpogojno in nepreklicno bančno garancijo oz kavcijsko zavarovanje, izvršljivo na prvi poziv) v višini 10 odstotkov (10,00 %) pogodbene vrednosti brez DDV.

Če izbrani ponudnik ne predloži zahtevanega zavarovanja za dobro izvedbo ali predloži drugo vrsto finančne zavarovanja, kot je zahtevano v tej razpisni dokumentaciji, se šteje, da je ponudnik med veljavnostjo umaknil ali spremenil svojo ponudbo.

Naročnik bo unovčil zavarovanje v primeru:

- da izvajalec pogodbene obveznosti ne izvaja pravočasno in na ustrezen način ali izvajalec enostransko preneha izpolnjevati svoje obveznosti, ali
- odstopa od pogodbe po krivdi izvajalca.

(Insurance instrument: a bank guarantee or insurance bond)

Insurance amount: 10,00 % of the contract value (excluding VAT)

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

The selected tenderer will be required to submit the required insurance within 8 (eight) working days after signing the contract, in the amount of 10 % of the total contract value excluding VAT. The signed contract is valid under a deferral condition for submitting the required insurance. By submitting a tender the tenderer agrees (in Form No. 3: Offer declaration) that in case he is selected as the economically most advantageous, he will obtain a financial insurance (unconditional and irrevocable bank guarantee or insurance bond, enforceable on first demand) for good execution of the contractual obligation in the amount of ten percent (10,00 %) of the tender value excluding VAT.

If the successful tenderer does not submit the required financial performance guarantee or submits another kind of financial guarantee than required under this tender documentation, it is deemed that the tenderer withdrew or changed his tender during its validity. The contracting authority will enforce the financial performance guarantee in the following cases:

- *The contractual obligations are not executed in time and in a proper manner or the contractor unilaterally stops executing his obligations, or*



- *the contract is terminated by fault of the provider.)*

Zavarovanje za odpravo napak v garancijskem roku */ Warranty guarantee*

Instrument zavarovanja: bančna garancija oz. kavcijsko zavarovanje

Višina zavarovanja: 5,00 % pogodbene vrednosti brez DDV

Čas veljavnosti: najmanj 30 dni po poteku garancijskega roka

Izbrani ponudnik bo moral za zavarovanje odprave napak v garancijskem roku predložiti zahtevano zavarovanje, in sicer najkasneje v 8 (osmih) delovnih dneh po podpisu zapisnika o kakovostnem in količinskem prevzemu opreme, v višini 5 % skupne pogodbene vrednosti brez DDV.

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

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

Ponudnik s predložitvijo ponudbe soglaša (Obrazec Krovna izjava), da bo v primeru, če je izbran kot ekonomsko najugodnejši, predložil zahtevano finančno zavarovanje za odpravo napak (brezpogojno in nepreklicno bančno garancijo oz. kavcijsko zavarovanje, izvršljivo na prvi poziv) v višini 5 odstotkov (5,00 %) pogodbene vrednosti, brez DDV.

(Insurance instrument: a bank guarantee or insurance bond

Insurance amount: 5,00 % of the contract value excluding VAT

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

The selected tenderer will be required to submit the required insurance within 8 (eight) working days after the quantity and quality acquisition of the supplied equipment, in the amount of 5 % of the total contract value excluding VAT.

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

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

By submitting a tender (in Form 3: Offer declaration) the tenderer agrees that in case he is selected as the economically most advantageous, he will obtain a financial insurance (an unconditional and irrevocable bank guarantee or insurance bond, enforceable on first demand) for good execution of the contractual obligation in the amount of ten percent (10,00 %) of the tender value excluding VAT.



Tehnične specifikacije / Technical specifications

TEHNIČNE ZAHTEVE

PREDMET DOBAVE

Predmet dobave je:

Hidravlični pogonski agregat (HPU)

Hidravlični pogonski agregat zagotavlja zahtevan pretok hidravličnega olja pri izbranem delovnem tlaku po cevovodu, na katerega so priključeni porabniki. Tehnične lastnosti, ki jim mora ustrezati, se ob osnovnih parametrih (delovni tlak, največji pretok) nanašajo na tehnologijo izvedbe črpalk, energetska varčnost, samodejno upravljanje in spremljanje delovanja ter obremenitev okolja s hrupom ter odpadno toploto.

V ceno morajo biti vključeni stroški transporta, dobava, montaža, konfiguracija, postavitve, zagon ter predaja, vse v skladu s tehničnimi zahtevami.

Dobavitelj mora zagotoviti osnovno začetno šolanje, ki vključuje tako strojno in programsko opremo dobavljene opreme.

Ponudbena cena mora vključevati drobni material, potreben za montažo in zagon opreme, tudi če ni eksplicitno naveden v ponudbi.

Minimalne zahteve za prodajne pogoje so naslednje:

- Splošna garancija: najmanj 1 leto
- Dobavni rok: krajši od 12 mesecev
- Zagotovljena doba servisiranja: najmanj 10 let

Ponudba mora izpolnjevati vse minimalne prodajne pogoje, naštet zgoraj. Neizpolnjevanje ali delno izpolnjevanje pogojev se bo štelo kot razlog za zavrnitev ponudbe.

MINIMALNE TEHNIČNE ZAHTEVE

Hidravlični pogonski agregat mora izpolnjevati minimalne tehnične pogoje, ki so vključeni v ponudbeno ceno.

Neizpolnjevanje ali delno izpolnjevanje pogojev se bo štelo kot razlog za zavrnitev ponudbe.

OSNOVNI TEHNIČNI POGOJI

Delovni tlak: 28 MPa (280 bar / 4000 psi).

Najmanjši pretok pri delovnem tlaku: 250 l/min.

Velikost rezervoarja za olje: 2000 litrov, rezervoar mora biti izveden v tesni izvedbi.

Hidravlično olje: Mobil DTE25 ali podobno.



Hidravlični pogonski agregat mora biti izveden s hidravličnimi črpalkami s spremenljivo iztisnino in mora biti zasnovan modularno z več črpalkami (vsaj dvema), na način, da je mogoče posamezno črpalko izločiti iz hidravličnega tokokroga. Morebitno okvaro črpalke se mora dati odpraviti, ali jo zamenjati, brez potrebe po popolni izpraznitvi rezervoarja. V primeru okvare ene od črpalk, mora biti hidravlični pogonski agregat sposoben še vedno delovati pri delovnem tlaku vendar z omejenim pretokom.

Hidravlični pogonski agregat mora biti dobavljen s povezovalnimi gibkimi cevmi za povezavo z obstoječim agregatom v dolžini 5 m.

Hidravlične povezave morajo biti skladne z obstoječim cevovodom (dobavitelj lahko preveri sam z ogledom).

Hidravlični pogonski agregat bo nameščen na vnaprej določenem mestu v preskusnem laboratoriju; dobavitelj mora sam poskrbeti za vse potrebne informacije, ki jih potrebuje za transport in namestitve (morebitne dimenzijske omejitve, teža, nosilne točke, ipd.).

Hidravlično olje bo dobavil ZAG in ni predmet tega razpisa.

Hidravlične črpalke z motorjem morajo biti v celoti potopljene v rezervoar z oljem, s čimer se izboljša prenos toplote v olje in prepreči prehajanje generirane toplote v okolico. Prav tako se s tem preprečuje vdor oljne pene v okolico.

Hidravlične črpalke z motorjem morajo biti nameščene na vibracijske izolatorje, da se zmanjša prenos vibracij na ohišje črpalke. Celotni pogonski agregat mora biti v akustično izoliranem ohišju, ki se je sestavni del konstrukcije. Rešitve z namestitvijo dodatnih panelov za zmanjševanje hrupa niso sprejemljive.

Hidravlični pogonski agregat ne sme presegati ravni hrupa 75 dB(A) na razdalji 1 meter.

Sestavni del hidravličnega pogonskega agregata mora biti merilnik tlaka, indikator nivoja ter temperature hidravličnega olja. Dodatno mora biti opremljen z nadzorno ploščo s prikazovalnikom, ki omogoča spremljanje delovanja ter morebitnih alarmov oziroma okvar:

- Nadzorna plošča mora omogočati uporabniku, da vključi ali izključi posamezno enoto motor/črpalka, s čimer se izloči okvarjeno enoto brez ustavitve celotnega pogonskega agregata.
- Omogočati mora nadzor katere enote motor/črpalka so v pogonu, s čimer se upravlja enakomernost obrabe posameznih enot. Nadzorni sistem hidravličnega pogonskega agregata mora voditi evidenco strojnih ur za posamezne enote in s tem olajšati upravljanje nad obrabo posameznih enot.

Na povratnem vodu mora biti vgrajen filter za delce velikosti nad 10 mikrometrov.

Na tlačnem vodu mora biti vgrajen akumulator s prostornino najmanj 3 litre.

Za zagotavljanje ustreznega hlajenja hidravličnega olja, mora biti enota opremljena z vgrajenim toplotnim izmenjevalcem voda/olje, pri čemer mora biti na vhodu vgrajen samoregulacijski ventil (hladilno vodo zagotavlja ZAG).

Na tlačnem in povratnem vodu mora biti vgrajen protipovratni ventil.

V sklopu dobave morajo biti vključene tri varnostne tipke za izklop. Opremljene morajo biti s kabli dolžine 20 m in 2 x 30 m.

Končna namestitev oziroma končna postavitev agregata na določeno lokacijo bo izvedena s strani naročnika.



TECHNICAL SPECIFICATIONS

Subject

Subject of the tender is:

Hydraulic power unit (HPU)

Hydraulic Power Unit (HPU) has to supply pressurized hydraulic oil to the existing hardline, to which several hydraulic test units are connected. It has to be capable to supply the required oil flow at the required working pressure, as better defined below. It has to meet the specified requirements in terms of technology, noise, and energy-saving oriented features, such as monitoring and management control.

Transport costs, including the delivery, assembly, configuration, installation, starting of the systems, in line with technical specifications and installation with final commissioning must be included in the price.

The supplier must carry out basic initial training, which includes hardware and software modules on the delivered subject of the contract.

The tender must include all the fine materials, necessary for connecting the devices, even if it is not explicitly stated.

Minimum requirements for the terms of sale are as follows:

- *general warranty: at least 1 years*
- *delivery time: not more than 12 months*
- *guaranteed serviceability time: at least 10 years*

The subjects of offer must meet the minimum requirements for the terms of sale above, deemed all indispensable. The failure to reply, or a partial answer to one of the requirements, will be considered as a reason to reject the offer.

Minimum technical specifications

The HPU must comply to minimum technical requirements, all included in the bid-offer price. The failure to comply, or a partial fulfillment of one of the requirements, will be considered as a reason to reject the offer.

BASIC TECHNICAL SPECIFICATIONS

Operating pressure: 28 MPa (280 bar / 4000 psi).

Operating minimum flow at operating pressure: 250 l/min.

Oil tank: 2000 liters, the unit tank has to be completely sealed.

Hydraulic fluid: Mobil DTE25 or similar.

The HPU hydraulic power supply system must use variable volume pump technology and must be modularly designed with multiple pump units (at least 2), such that a single pump unit may be disengaged from the circuit. A failed pump should be repairable and replaceable without the need to empty the entire oil tank. In case of failure of single pump module, the hydraulic power supply must still be able to operate at full system pressure but with a reduced flow capacity.

Connecting hoses between the HPU and the existing hardline with a length of 5 m.

Hydraulic connections must be compatible with the existing hardline inlet (to be checked, up to the bidder, during the site inspection).



The HPU will be installed at dedicated area of the test laboratory; it's up to the bidder to supply all the necessary "moving and placement" information (like dimensions, weight, lifting points, etc.).

The required hydraulic oil will be supplied by ZAG and is not subject of this tender.

The motor/pump should be fully immersed within the oil tank to enhance heat dissipation within the oil, preventing heat release into the surrounding environment and avoiding the delivery of oil foam into the laboratory area.

The motor/pump should be mounted on vibration isolators to minimize the transmission of vibrations to the chassis. The entire structure should be integrated into a sound-absorbing enclosure as an integral part of the hydraulic power unit's construction. Solutions that involve traditional construction with the mounting of separate sound-absorbing covers are not permissible.

The hydraulic unit must not exceed a free field sound pressure level of 75 dB(A) at a distance of 1 meter (approximately 3 feet).

The hydraulic unit must include a pressure gauge, fluid level indicator, and a visual fluid temperature indicator. Additionally, it should have an onboard control panel with a display that allows the monitoring of all system functionalities and alarms or failures:

- For safety and maintenance purposes, this panel must enable the user to enable/disable individual motor or pump modules, isolating a motor or pump that requires maintenance or has failed without affecting the operation of the remaining functional units.*
- It should also provide the option to select which pump units to operate in order to distribute wear evenly. The HPU system should monitor and assist the user in managing this task, with hour meters to track the total running time of each motor or pump module being included.*

An embedded 10 microns oil filter is required on the return line.

A pressure outlet accumulation is required: 3 litres minimum.

To guarantee proper oil cooling, an embedded water/oil heat exchanger is required, with an inlet water flow self-regulating valve; (cooling water supply up to ZAG).

A check valve on pressure and return outlet is required.

E-stop buttons to ensure safe running, three emergency buttons are required with a cable length of 20m, 30m, and 30m from the HPU, respectively.

The final installation and the final placement of the power unit at a specific location will be carried out by the Contracting Authority.