



ODPRTI POSTOPEK ODDAJE JAVNEGA NAROČILA

OPEN PROCEDURE

**STORITVE POVEZLJIVOSTI U2A DO ESMIG ZA MAJHEN OBSEG SPOROČIL/
LOW VOLUME U2A ESMIG CONNECTIVITY SERVICES
z oznako/*referenced*
2.09.3.1.02-17/2023**

**DOKUMENTACIJA V ZVEZI Z JAVNIM NAROČILOM/
*PROCUREMENT DOCUMENTS***

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POVABILO K ODDAJI PONUDBE

INVITATION TO SUBMIT TENDER

Na podlagi drugega odstavka 39. člena Zakona o javnem naročanju (Uradni list RS, št. 91/15, s spremembami in dopolnitvami; v nadaljevanju: **ZJN-3**)

*Pursuant to the second paragraph of Article 39 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, with amendments; hereinafter: the **ZJN-3**)*

naročnik

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The contracting authority

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vabi ponudnike, da v odprtem postopku iz 40. člena ZJN-3 v skladu s to dokumentacijo v zvezi z javnim naročilom oddajo ponudbo za

invites tenderers, in an open procedure referred to in Article 40 of the ZJN-3, to submit a tender in accordance with these procurement documents for

STORITVE POVEZLJIVOSTI U2A DO ESMIG ZA MAJHEN OBSEG SPOROČIL

LOW VOLUME U2A ESMIG CONNECTIVITY SERVICES

Na to javno naročilo lahko odda ponudbo ponudnik:

- ✓ ki izpolnjuje pogoje za priznanje sposobnosti iz te dokumentacije v zvezi z javnim naročilom,
- ✓ katerega ponudba izpolnjuje zahteve in pogoje iz te dokumentacije v zvezi z javnim naročilom.

Tenders for this public service contract may be submitted by tenderers:

- ✓ *who meet the qualification criteria set out by these procurement documents,*
- ✓ *whose tender meets the requirements and conditions of these procurement documents.*

Javno naročilo ni razdeljeno na sklope.

The public service contract is not divided into lots.

Ponudbo se predloži za celotno naročilo.

Variantne ponudbe niso sprejemljive in jih naročnik ne bo upošteval.

Tenders shall be submitted for the entire contract.

Variant tenders are not acceptable, and shall not be taken into consideration by the contracting authority.

Javno naročilo je v skladu s prvim odstavkom in točko a) drugega odstavka 22. člena ZJN-3 objavljeno na Portalu javnih naročil in v Uradnem listu Evropske unije.

In accordance with the first paragraph and point a) of the second paragraph of Article 22 of the ZJN-3, the public service contract is published on the Public Procurement Portal and in the Official Journal of the European Union.

Številka/Ref.: 2.09.3.1.02-17/2023

Datum/Date: 26 January, 2024

Za naročnika / For the contracting authority:
Andrej Cafuta
generalni sekretar / Secretary-General

NAVODILA PONUDNIKOM ZA IZDELAVO PONUDBE

/v nadaljevanju: **navodila**/

INSTRUCTIONS TO TENDERERS FOR COMPILING TENDER

(hereinafter: **instructions**)

1. PRAVNA PODLAGA

Javno naročilo se izvaja na podlagi ZJN-3 (povezava do zakona) in podzakonskih aktov, ki urejajo javna naročila in področje javnih financ. Ponudnik nosi sam vse stroške, povezane s pripravo in predložitvijo ponudbe. Naročnik v nobenem primeru ne more biti odgovoren za morebitno škodo, ki bi nastala zaradi teh stroškov, brez ozira na potek postopkov v zvezi z javnim naročilom in na končno izbiro ponudnika.

1. LEGAL BASIS

The public service contract is performed on the basis of the ZJN-3 and secondary legislation governing public contracts and the area of public finances. All costs incurred in the process of drawing up and submitting the tender shall be borne by the tenderer. In no case shall the contracting authority be liable for any damage incurred as a result of such costs, irrespective of the progress of procedures in connection with the public service contract and the final selection of the tenderer.

2. JEZIK V POSTOPKU

Naročnik bo v tem postopku oddaje javnega naročila uporabljal slovenski in angleški jezik.

Ponudba in ostala dokumentacija, ki se nanaša nanjo, mora biti napisana bodisi v slovenskem ali angleškem jeziku. Vsa vprašanja v povezavi z dokumentacijo javnega naročila so lahko poslana v slovenskem ali angleškem jeziku, odgovori pa bodo pripravljeni v angleškem in slovenskem jeziku.

Če ponudbena dokumentacija ne bo napisana v slovenskem ali angleškem jeziku, mora ponudnik na zahtevo naročnika priskrbeti brezplačen prevod neodvisnega prevajalca v slovenski ali angleški jezik.

V primeru nasprotij med dokumentacijama tega javnega naročila v slovenskem in angleškem jeziku se upošteva angleška verzija te dokumentacije.

2. LANGUAGE USED IN PROCEDURE

The contracting authority shall use Slovene and English in this contract award procedure.

The tender and other documentation relating thereto must be submitted in English or Slovene. All queries in connection with the procurement documents may be submitted in English or Slovene, and the contracting authority's answers shall be prepared in English and Slovene.

If tender documents are not written in Slovene or English, at the request of the contracting authority the tenderer must provide for a translation into Slovene or English free-of-charge by an independent translator.

In the event of any discrepancy between the Slovene and English versions of these procurement documents, the English version shall prevail.

3. DOPUSTNOST PONUDBE

Naročnik bo pri ocenjevanju ponudb upošteval le dopustno ponudbo, tj. tista ponudba, v zvezi s katero velja, da:

- a) za ponudnika oziroma ponudnike ne obstajajo razlogi za izključitev,
- b) ponudnik oziroma ponudniki izpolnjujejo pogoje za sodelovanje,
- c) ponudba ustreza potrebam in zahtevam naročnika, določenim v dokumentaciji v zvezi z oddajo javnega naročila,

- d) je prispela pravočasno,
- e) pri njej ni dokazano nedovoljeno dogovarjanje ali korupcija,
- f) je naročnik ni ocenil za neobičajno nizko ali v zvezi z njo ne obstaja dvom o možnosti izpolnitve naročila,
- g) ponudbena cena ne presega zagotovljenih sredstev naročnika.

Elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano¹ s strani ponudnikove odgovorne osebe, razen če je v posamičnem primeru (npr. pooblastilo za pridobitev podatkov iz kazenske evidence, izjava skupnih ponudnikov ipd.) za posamezen obrazec oziroma dokazilo izrecno določeno drugače. Vsi elektronsko oddani dokumenti morajo biti v skladu z zahtevami in navodili dokumentacije javnega naročila.

Elektronsko oddana ponudba v informacijskem sistemu in v okviru nje posebej parafirani in/ali podpisani dokumenti so za ponudnika v razmerju do naročnika zavezujoči.

Odgovorna oseba ponudnika je oseba, ki lahko v imenu in za račun ponudnika podpisuje in izpolnjuje dokumente iz te dokumentacije (razen, če je izrecno zahtevano, da mora podpisati zakoniti zastopnik, ki pa lahko s pisnim pooblastilom prenese pravico do podpisa takega obrazca na odgovorno osebo ponudnika oziroma drugo osebo; podpisano in ustrezno veljavno pooblastilo na dan oddaje ponudbe se predloži k ponudbi ob njeni oddaji, ker naknadna predložitev pooblastila v okviru dopolnitve ponudbe ni mogoča). Posledično postanejo elektronsko oddani in podpisani dokumenti za ponudnika v razmerju do naročnika zavezujoči za ves čas postopka oddaje javnega naročila do podpisa pogodbe o izvedbi javnega naročila.

Posamezen obrazec, ki je iz tehničnih razlogov izdelan ali izpolnjen drugače od vzorca, mora vsebinsko v celoti ustrezati naročnikovim zahtevam iz dokumentacije v zvezi z javnim naročilom.

Celotna ponudbena dokumentacija mora biti natipkana ali napisana s čitljivo pisavo, ki se je ne da izbrisati brez posebnih sredstev za brisanje. Vsebine obrazcev, izjav, listin in dokumentov ni dovoljeno spreminjati.

Naročnik si pridržuje pravico v skladu z drugim odstavkom 89. člena ZJN-3:

- preveriti trditve in navedbe iz posamične ponudbe pri uradnih naslovih, pri katerih so po podatkih ponudbe uradno preverljive /v nadaljevanju: **uradni naslov**/,
- do vpogleda v originalno dokumentacijo, na katero se ponudba ali njene priloge sklicujejo.

Ponudbo ponudnika, ki preveritve ali vpogleda ne omogoči ali ki pravilnosti svojih trditev in navedb ne dokaže v roku, ki ga, upošteva okolščine, pisno določi naročnik, bo naročnik izločil.

Naročnik bo Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku:

- v primeru, da se bo pri naročniku pojavil utemeljen sum, da je ponudnik v postopku javnega naročila predložil neresnično izjavo ali ponarejeno ali spremenjeno listino kot pravo, v skladu z enajstim odstavkom 89. člena ZJN-3,
- če se bo pojavil utemeljen sum, da glavni izvajalec ne ravna v skladu s 94. členom ZJN-3 (sedmi odstavek 94. člena ZJN-3).

3. ADMISSIBILITY OF TENDER

In the assessment of tenders, the contracting authority shall only consider admissible tenders, i.e. tenders in connection with which the following apply:

- a) *there are no grounds for the exclusion of the tenderer or tenderers,*
- b) *the tenderer or tenderers meet the selection criteria,*

¹ Žigosanje ni obvezno, razen če je posebej zahtevano

- c) *the tender satisfies the contracting authority's needs and requirements set out in the procurement documents,*
- d) *the tender was submitted on time,*
- e) *there is no evidence of collusion or corruption in relation to the tender,*
- f) *the contracting authority did not assess the tender as abnormally low, and there is no doubt about its ability to perform the contract,*
- g) *the tendered price does not exceed the contracting authority's funding.*

Tenders submitted electronically via the information system shall be deemed to have been dated and signed² by the tenderer's responsible person, unless explicitly stipulated otherwise in an individual case for an individual form or piece of evidence (e.g. authorisation to obtain data from criminal records, declaration of joint tenderers). All documents submitted electronically shall meet the requirements and adhere to the instructions of the procurement documents.

Tenders submitted electronically via the information system and specially initialled and/or signed documents within those tenders shall be binding on the tenderer in relation to the contracting authority.

The tenderer's responsible person is the person who is entitled to sign and complete the documents referred to in these procurement documents on behalf of and for the account of the tenderer (except those that are explicitly required to be signed by the statutory representative, who in turn may, by written authorisation, transfer the right to sign such form to the responsible person of the tenderer or another person; a signed and duly valid authorisation on the day of submission of the bid shall be attached to the tender upon submission, because subsequent submission of the authorisation within the framework of a supplement to the tender is not possible). Consequently, electronically submitted and signed documents shall be binding on the tenderer in relation to the contracting authority for the entire time of the contract award procedure until the signing of the contract.

An individual form that for technical reasons has been compiled or completed differently from the sample form must substantively comply in full with the contracting authority's requirements in the procurement documents.

All tender documentation must be typed or written legibly in ink that is indelible without special means of erasure. The content of forms, declarations, certificates and documents may not be modified.

In accordance with the second paragraph of Article 89 of the ZJN-3, the contracting authority reserves the right:

- *to verify all the assertions and statements of an individual tender at the official addresses at which they are officially verifiable according to the information in the tender (hereinafter: **official address**),*
- *to examine the original documentation referred to by the tender or its attachments.*

The tender of a tenderer who does not allow verification or examination, or who fails to prove the accuracy of its assertions and statements by the deadline stipulated in writing by the contracting authority, having regard for the circumstances, shall be excluded by the contracting authority.

The contracting authority shall forward a proposal to initiate misdemeanours proceedings to the National Review Commission:

- *should there arise a reasonable suspicion at the contracting authority that in the contract award procedure a tenderer has submitted a false declaration or a forged or modified a document purporting to be genuine in accordance with the eleventh paragraph of Article 89 of the ZJN-3,*

² *Stamping is not mandatory, unless explicitly stipulated otherwise.*

- *should there arise a reasonable suspicion that the main contractor is failing to act in accordance with Article 94 of the ZJN-3 (seventh paragraph of Article 94 of the ZJN-3).*

4. JAVNOST IN ZAUPNOST

Ponudnik mora dokumente ali priloge ponudbe, za katere meni, da sodijo med zaupne bodisi kot poslovna skrivnost ali med osebne podatke in tajne podatke /v nadaljevanju: **zaupni podatki**/, označiti kot "POSLOVNA SKRIVNOST" in/ali "TAJNI PODATKI" in/ali "OSEBNI PODATKI". Če je zaupen samo določen podatek v ponudbi, prilogi ali dokumentu, naj bo zaupni del vidno označen, v isti vrstici ob robu pa oznaka "POSLOVNA SKRIVNOST" in/ali "TAJNI PODATKI" in/ali "OSEBNI PODATEK".

Naročnik mora zagotoviti, da se med postopkom oddaje javnega naročila podatki, ki jih je, upošteva določbe Zakona o poslovni skrivnosti (Uradni list RS, št. 22/19; v nadaljevanju ZPosS) in določbe ZJN-3, kot poslovno skrivnost določil gospodarski subjekt, ne razkrijejo nepooblaščenim osebam, konkurentu ali podobno. Naročnik mora zagotoviti tudi varovanje podatkov, ki se glede na določbe zakona, ki ureja varstvo osebnih podatkov in varstvo tajnih podatkov, štejejo za osebne ali tajne podatke.

Ne glede na določbe prvega odstavka 35. člena ZJN-3 o varovanju podatkov oziroma zaupnosti pa so vedno 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.

Priloge oziroma dokumenti, ki jih ponudnik upravičeno označi kot zaupne ali jih kot take opredeli naročnik, bodo dostopni in uporabljeni samo za namen tega javnega naročila: (i) krogu naročnikovih oseb, vključenih v postopek tega javnega naročila, (ii) Državni revizijski komisiji za revizijo postopkov oddaje javnih naročil v primeru njenega obravnavanja revizijskega zahtevka in/ali (iii) na zahtevo pristojnih državnih organov ali sodišča.

4. PUBLIC NATURE AND CONFIDENTIALITY

*The tenderer shall label any documents or attachments that it believes to be confidential as either a trade secret or as personal data and classified information (hereinafter: **confidential information**) with the designations "TRADE SECRET" and/or "CLASSIFIED" and/or "PERSONAL DATA". When only certain information in a tender, attachment or document is confidential, the confidential part should be specifically marked, with the designation "TRADE SECRET" and/or "CLASSIFIED" and/or PERSONAL DATA" entered in the margin on the same line.*

The contracting authority shall ensure that information designated a trade secret by an economic operator, having regard for the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19; hereinafter: the ZPosS) and the ZJN-3, is not disclosed to an unauthorised person, a competitor or similar during the contract award procedure. The contracting authority shall ensure the safeguarding of information that is considered personal data or classified information according to the law governing the protection of personal data and the law governing the protection of classified information.

Notwithstanding the first paragraph of Article 35 of the ZJN-3 on data protection and confidentiality, the following information is always public: the specifications of the tendered goods, services or works and quantities in the specification, the unit price, the value of an individual item and the total value of the tender, and all information that has an effect on the ranking of the tender according to other criteria.

Attachments and documents that the tenderer justifiably designates as confidential or that are defined as such by the contracting authority shall be accessible and usable solely for the purposes of this public service contract (i) by the contracting authority's personnel involved in this contract award procedure, (ii) by the National Review Commission in the event of a request for the review of contract award procedures, and/or (iii) at the request of competent national authorities or the court.

5. PODIZVAJALCI / SKUPNA PONUDBA

Ponudba s podizvajalci:

Ponudnik lahko del javnega naročila odda v podizvajanje. Za potrebe tega naročila se za podizvajalca šteje gospodarski subjekt, ki je pravna ali fizična oseba in za ponudnika, s katerim je naročnik po ZJN-3 sklenil pogodbo o izvedbi javnega naročila ali okvirni sporazum, izvaja storitev, ki je neposredno povezana s predmetom tega javnega naročila.

Pri posameznem podizvajalcu ne smejo obstajati razlogi za izključitev oziroma mora izpolnjevati vse pogoje iz obrazcev dokumentacije javnega naročila.

Če ponudnik nastopa v ponudbi s podizvajalcem, mora:

- navesti vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- navesti kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- priložiti Obrazec 4 (Pooblastilo za pridobitev podatkov iz uradnih evidenc), Obrazec 5 (Izjava o udeležbi fizičnih in pravnih oseb v lastništvu subjekta), Obrazec 6 (Izjava o integriteti poslovnih subjektov), Obrazec 7 (Zahteve in tehnične specifikacije za storitve povezljivosti U2A do ESMIG za majhen obseg sporočil), ter če se ponudnik nanje sklicuje, tudi dokazilo o uporabi zmogljivosti drugih subjektov;
- priložiti izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3 (Obrazec 14),
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva (Obrazec 1, III. točka).

Glavni izvajalec mora med izvajanjem javnega naročila naročnika nemudoma obvestiti o vseh morebitnih spremembah informacij iz prejšnjega odstavka in naročniku posredovati nove informacije o posameznem podizvajalcu najkasneje v petih dneh po spremembi.

Vključitev podizvajalcev v izvajanje pogodbenih obveznosti ali zamenjava podizvajalcev v času izvedbe pogodbenih obveznosti je možna samo ob pisnem predlogu ponudnika, ki vsebuje informacije v skladu s tretjim odstavkom 94. člena ZJN-3 in v skladu s sklenjeno pogodbo. Naročnik zavrne predlaganega podizvajalca, če so podani razlogi iz četrtega odstavka 94. člena ZJN-3.

V primeru ponudbe s podizvajalcem, ki zahteva neposredno plačilo³, mora ponudnik v pogodbi o izvedbi javnega naročila pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije neposredno plačuje podizvajalcu, podizvajalec pa mora predložiti soglasje, na podlagi katerega naročnik namesto glavnega izvajalca poravna podizvajalčevo terjatev do glavnega izvajalca (asignacija). Soglasja podizvajalcev za neposredna plačila so del Obrazca 1 (Ponudba), ki je tudi del pogodbe o izvedbi javnega naročila. Roki plačil glavnemu izvajalcu in njegovim podizvajalcem so enaki.

V primeru nastopa s podizvajalcem/i ponudnik v celoti odgovarja za izvedbo oddanega naročila.

Skupna ponudba:

³ Le če podizvajalec zahteva neposredno plačilo, se šteje, da je neposredno plačilo podizvajalcu obvezno in obveznost zavezuje tako naročnika kot tudi glavnega izvajalca. Kadar namerava ponudnik izvesti javno naročilo s podizvajalcem, ki zahteva neposredno plačilo, 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 poravna podizvajalčevo terjatev do ponudnika,
- glavni izvajalec svojemu računu ali situaciji priložiti račun ali situacijo podizvajalca, ki ga je predhodno potrdil.

Za tiste nominirane podizvajalce, ki neposrednih plačil ne bodo zahtevali, 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 izvedena dela. Če izvajalec ne ravna skladno s tem določilom, bo naročnik Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku iz 2. točke prvega odstavka 112. člena ZJN-3.

Ponudbo lahko predloži tudi skupina ponudnikov kot skupno ponudbo. Takšni ponudniki naročniku odgovarjajo neomejeno solidarno. Njihova zamenjava je možna samo v fazi izvajanja pogodbe ter ob njihovem in ob naročnikovem predhodnem pisnem soglasju ter samo v primeru, če predpisi in praksa Državne revizijske komisije in sodišč to omogočajo.

V primeru skupne ponudbe podpisnikom ni potrebno priložiti Obrazca 3 (Izjava o sprejemanju razpisnih pogojev), ker je njegova vsebina vključena v Obrazcu 2 (Izjava in pooblastilo skupnih ponudnikov), vsak podpisnik pa ji zase priloži izpolnjen Obrazec 4 (Pooblastilo za pridobitev podatkov iz uradnih evidenc) in Obrazec 5 (Izjava o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika), Obrazec 6 (Izjava o integriteti poslovnih subjektov), Obrazec 7 (Zahteve in tehnične specifikacije za storitve povezljivosti U2A do ESMIG za majhen obseg sporočil), poleg tega pa vsak zase izpolni še Obrazec 11 (ESPD). Ostali pogoji, ki se nanašajo na priznanje sposobnosti, se ugotavljajo za vse ponudnike skupaj.

Pri posameznem skupnem ponudniku ne smejo obstajati razlogi za izključitev oziroma morajo skupni ponudniki izpolnjevati vse pogoje iz obrazcev dokumentacije javnega naročila.

Pri skupni ponudbi ponudniki pooblastijo nosilca ponudbe /v nadaljevanju: **nosilec ponudbe**/ za njeno vodenje. Pri takšni ponudbi mora biti Obrazcu 1 (Ponudba) priložen njihov pisni dogovor, sklenjen za namen skupne izvedbe tega javnega naročila, ki mora vsebovati podatke o ponudnikih (naziv, poln naslov, matična in davčna številka ter transakcijski račun), obseg del, storitev alibлага ter odgovornosti posameznega ponudnika, količino oziroma delež, ocenjeno vrednost, rok njihove izvedbe oziroma način določitve roka. Skupni ponudniki pogodbe brez naročnikovega predhodnega pisnega dovoljenja ne smejo spreminjati. Naročnik preveri, ali so izpolnjeni pogoji iz tega odstavka, sicer morajo skupni ponudniki pogodbo popraviti, v nasprotnem primeru se ponudba zavrne.

Vse določbe glede ponudnika se pri skupni ponudbi smiselno nanašajo tudi na nosilca ponudbe, razen če je v dokumentaciji javnega naročila posebej drugače določeno. Nosilca ponudbe bo naročnik štel tudi kot pooblaščenca za vročitve po 89. členu Zakona o splošnem upravnem postopku (Uradni list RS, št. 24/06 – uradno prečiščeno besedilo, s spremembami in dopolnitvami; v nadaljevanju: **ZUP**).

5. SUBCONTRACTORS / JOINT TENDER

Tender with subcontractors:

The tenderer may subcontract a part of the public service contract. For the purposes of this public service contract, a subcontractor is an economic operator that is a legal or natural person who provides services directly related to the subject of this public service contract for a tenderer with whom the contracting authority has concluded a contract on the performance of a public contract or a framework agreement under the ZJN-3.

There may be no grounds for the exclusion of a subcontractor, i.e. each subcontractor must meet all the criteria set out by the forms of the procurement documents.

A tenderer that is appearing in the tender with a subcontractor shall:

- *list all the subcontractors and every part of the public service contract that it intends to subcontract,*
- *list the contact details and statutory representatives of the proposed subcontractors,*
- *attach Form 4 (Authorisation to obtain data from official records), Form 5 (Declaration of the participation of natural persons and legal persons in the ownership of the economic operator), Form 6 (Declaration of the integrity of business entities), Form 7 (Requirements and technical specifications for low-volume U2A ESMIG connectivity services), and also, if the tenderer relies on them, proof of the utilisation of the capacities of other entities;*
- *attach an ESPD completed by the subcontractors in accordance with Article 79 of the ZJN-3 (Form 14),*
- *attach the subcontractor's request for direct payment, if so required by the subcontractor (Form 1, point III).*

During the performance of the public service contract the main contractor must immediately inform the contracting authority of any changes to the information referred to in the previous paragraph, and provide the contracting authority with new information about each subcontractor within five days of the change occurring.

The inclusion of subcontractors in the performance of contractual obligations or the replacement of subcontractors during the performance of contractual obligations is only possible following a written proposal by the tenderer that contains information in accordance with the third paragraph of Article 94 of the ZJN-3 and in accordance with the signed contract. The contracting authority shall reject the proposed subcontractor if the grounds referred to in the fourth paragraph of Article 94 of the ZJN-3 are present.

In the case of a tender with a subcontractor that requires direct payment,⁴ in the public service contract the tenderer shall authorise the contracting authority to make payment directly to the subcontractor on the basis of an approved invoice or statement, while the subcontractor must submit a letter of consent on the basis of which the contracting authority settles the subcontractor's claims against the main contractor in place of the main contractor (assignment). The subcontractors' consents to direct payment are a part of Form 1 (Tender), which is also a part of the public service contract. The deadlines for payment to the main contractor and its subcontractors are identical.

When working with one or more subcontractors, the tenderer shall bear full liability for the performance of the public service contract.

Joint tender:

Tenders may also be submitted by a group of tenderers as a joint tender. Such tenderers shall bear unlimited joint and several liability to the contracting authority. Their replacement is only allowed during the performance phase and subject to their own and the contracting authority's prior written consent, and only when the regulations and established practices of the National Review Commission and the courts so allow.

In a joint tender there is no need to attach Form 3 (Declaration of acceptance of tender conditions), as its content is already included in Form 2 (Declaration and authorisation of joint tenderers). Each signatory shall also on its own behalf attach a completed Form 4 (Authorisation to obtain data from official records), Form 5 (Declaration of the participation of natural persons and legal persons in the ownership of the tenderer), Form 6 (Declaration of the integrity of business entities), Form 7 (Requirements and technical specifications for low-volume U2A ESMIG connectivity services), and shall also complete Form 11 (ESPD) for itself. The other conditions relating to the recognition of qualifications shall be defined for all the tenderers together.

⁴ *If a subcontractor requires direct payment, direct payment to the subcontractor is deemed mandatory, whereby the obligation is binding on both the contracting authority and the main contractor. Where a tenderer intends to perform a public contract with a subcontractor requiring direct payment:*

- in the contract the main contractor shall authorise the contracting authority to pay the subcontractor directly on the basis of an invoice or statement approved by the main contractor,*
- the subcontractor shall provide a letter of consent, on the basis of which the contracting authority settles the subcontractor's receivables from the tenderer,*
- the main contractor shall attach an invoice or statement issued by the subcontractor that it has previously approved to its own invoice or statement.*

For nominated subcontractors that will not require direct payments, the contracting authority shall request that the main contractor send it the following within 60 days of the payment of the final invoice or statement: its own written declaration and the written declaration of the subcontractor that the subcontractor has received payment for the works executed. Should the contractor fail to act in accordance with this provision, the contracting authority shall submit a proposal to the National Review Commission to initiate the misdemeanours proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

There may be no grounds for the exclusion of an individual joint tenderer, i.e. the joint tenderers must meet all the conditions set out in the forms of the procurement documents.

*In a joint tender, the tenderers shall authorise a lead tenderer (hereinafter: **the lead tenderer**) to serve in a management function on their behalf. In such a tender, their written contract concluded for the purpose of the joint performance of this public service contract, which must contain information on the tenderers (name, full address, registration number, VAT identification number and current account number), a description of the scope of works, services or goods and the liability of the individual tenderer, the quantity or share, the estimated value, the deadline for performance and the approach to setting the deadline shall be attached to Form 1 (Tender). The joint tenderers may not amend the contract without the contracting authority's prior written permission. The contracting authority shall verify whether the conditions set out in this paragraph have been met; if not, the joint tenderers must revise the contract, otherwise the tender shall be rejected.*

*All provisions relating to the tenderer shall apply mutatis mutandis to the lead tenderer in a joint tender, unless explicitly stipulated otherwise in the procurement documents. The contracting authority shall deem the lead tenderer to be the agent for service of process pursuant to Article 89 of the General Administrative Procedure Act (Official Gazette of the Republic of Slovenia, No. 24/06 [official consolidated version], with amendments; hereinafter: the **ZUP**).*

6. ZMOGLJIVOSTI DRUGIH SUBJEKTOV

Ponudnik se lahko, kadar je to primerno in dovoljeno v skladu z 81. členom ZJN-3, za posamezno naročilo sklicuje na zmogljivosti drugih gospodarskih subjektov.

Gospodarski subjekt lahko glede pogojev v zvezi z ekonomskim in finančnim položajem ter tehnično in strokovno sposobnostjo po potrebi za posamezno javno naročilo uporabi zmogljivosti drugih subjektov, ne glede na pravno razmerje med njim in temi subjekti.

Glede pogojev v zvezi z izobrazbo in strokovno usposobljenostjo izvajalca storitev ali gradenj in vodstvenih delavcev podjetja ter pogojev v zvezi z ustreznimi poklicnimi izkušnjami pa lahko gospodarski subjekt uporabi zmogljivosti drugih subjektov le, če bodo slednji izvajali gradnje ali storitve, za katere se zahtevajo te zmogljivosti (kot podizvajalec ali skupni ponudnik).

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

V primeru, da subjekti, katerih zmogljivosti namerava uporabiti ponudnik, ne izpolnjujejo ustreznih pogojev za sodelovanje iz te dokumentacije in/ali zanje obstajajo razlogi za izključitev, bo naročnik, če bo zakon to dovoljeval, zahteval zamenjavo subjekta, ki ne izpolnjuje pogojev. Če zamenjava ne bo uspešna oziroma ne bo dovoljenja, bo naročnik ponudbo zavrnil.

Če ponudnik uporablja zmogljivosti drugih subjektov, mora ESPD⁵ vsebovati zahtevane informacije tudi v zvezi s subjekti, katerih zmogljivosti uporablja ponudnik.

6. CAPACITIES OF OTHER ENTITIES

The tenderer may, where appropriate and permitted in accordance with Article 81 of the ZJN-3, rely on the capacities of other economic operators for an individual contract.

⁵ Enotni evropski dokument v zvezi z oddajo javnega naročila – ESPD.

With regard to criteria relating to economic and financial standing and the criteria relating to technical and professional ability, an economic operator may, if necessary, rely on the capacities of other entities for a particular public contract, irrespective of the legal relationship between it and those entities.

With regard to criteria relating to the educational and professional qualifications of the service provider or contractor and those of the undertaking's managerial staff, and the criteria relating to relevant professional experience, economic operators may rely on the capacities of other entities only if the latter will be providing the services or performing the works for which those capacities are required (as a subcontractor or joint tenderer).

If an economic operator wishes to rely on the capacities of other entities, it must prove to the contracting authority that it will have the necessary resources at its disposal, for example by producing a commitment by those entities to that effect.

Should the entities whose capacities the tenderer intends to rely on fail to meet the relevant selection criteria set out in these procurement documents and/or should there be grounds for exclusion, the contracting authority shall require the replacement of the entity that fails to meet the criteria if the law so allows. Should the replacement not be successful or not be allowed, the contracting authority shall reject the tender.

When the tenderer is relying on the capacities of other entities, the ESPD⁶ must also contain the required information in connection with the entities whose capacities the tenderer is relying on.

7. VSEBINA PONUDBE

Vsebina ponudbe mora obsegati izpolnjene obrazce v skladu z navodilom posameznega obrazca in vse morebiti zahtevane priloge iz posameznega obrazca:

1. Obrazec 1: Ponudba,
2. Obrazec 2: Izjava in pooblastilo skupnih ponudnikov,
3. Obrazec 3: Izjava o sprejemanju razpisnih pogojev,
4. Obrazec 4: Pooblastilo za pridobitev podatkov iz uradnih evidenc,
5. Obrazec 5: Izjava o udeležbi pravnih in fizičnih oseb pri ponudniku,
6. Obrazec 6: Izjava o integriteti poslovnih subjektov,
7. Obrazec 7: Zahteve in tehnične specifikacije,
8. Obrazec 8: Vzorec pogodbe,
9. Obrazec 9: Predračun,
10. Obrazec 10: Usposobljenost ponudnika,
11. Obrazec 11: ESPD-ji.

Vsebina ponudbe mora obsegati izpolnjene priloge po vseh točkah gornjega odstavka, razen Obrazca 2, kadar ne gre za skupno ponudbo oz. Obrazca 3, kadar gre za skupno ponudbo.

7. CONTENT OF TENDER

The content of the tender shall encompass the forms completed in accordance with the instructions for each form, and with any required appendices for each form:

1. *Form 1: Tender,*
2. *Form 2: Declaration and authorisation of joint tenderers,*
3. *Form 3: Declaration of acceptance of tender conditions,*
4. *Form 4: Authorisation to obtain data from official records,*
5. *Form 5: Declaration of the participation of natural persons and legal persons in the tenderer,*
6. *Form 6: Declaration of the integrity of business entities,*

⁶ The ESPD is the European Single Procurement Document.

7. Form 7: Requirements and technical specifications,
8. Form 8: Sample contract,
9. Form 9: Proforma invoice,
10. Form 10: Tenderer's qualifications,
11. Form 11: ESPDs.

The tender must contain completed appendices for all points of the previous paragraph, with the exception of Form 2 when a joint tender is not being submitted, and Form 3 when a joint tender is being submitted.

8. UGOTAVLJANJE SPOSOBNOSTI

8.1 POJASNILA ZA POGOJE, ZAHTEVE IN DOKAZILA

Ob predložitvi ponudbe bo naročnik namesto potrdil, ki jih izdajajo javni organi ali tretje osebe, v skladu z 79. členom ZJN-3, sprejel ESPD, ki vključuje posodobljeno lastno izjavo, kot predhodni dokaz o izpolnjevanju razpisnih pogojev. ESPD je uradna izjava gospodarskega subjekta, da ne obstajajo razlogi za izključitev in da izpolnjuje pogoje za sodelovanje, hkrati pa zagotavlja ustrezne informacije, ki jih zahteva naročnik. V obrazcu ESPD je naveden tudi uradni organ ali tretja oseba, odgovorna za izdajo dokazil, vključuje pa tudi uradno izjavo o tem, da bo gospodarski subjekt na zahtevo brez odlašanja sposoben predložiti ta dokazila. Naročnik bo lahko kadarkoli med postopkom ponudnike pozval, da predložijo vsa dokazila ali del dokazil v zvezi z navedbami v ESPD.

Navedbe v ESPD in dokazila, ki jih predloži gospodarski subjekt, morajo biti veljavni.

POMEMBNO:

Naročnik bo pred oddajo javnega naročila od najugodnejšega ponudnika zahteval, da predloži najnovejša dokazila (potrdila, izjave) kot dokaz neobstoja razlogov za izključitev in pogojev za sodelovanje.

Gospodarski subjekt praviloma dokazila o neobstoju izključitvenih razlogov in dokazila o izpolnjevanju pogojev predloži že ob oddaji ponudbe. Naročnik si pridržuje pravico do preveritve verodostojnosti predloženih dokazil pri podpisniku le-teh.

POMEMBNO:

Če država članica ali tretja država dokazil ne izdaja ali če ti ne zajemajo vseh primerov, jih ponudnik nadomesti 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.

Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi na spletni strani Portala javnih naročil ESPD <https://www.enarocanje.si/ESPD/> (angleško: [ESPD \(eop.bg\)](https://ec.europa.eu/tools/espd/filter?lang=en) <https://ec.europa.eu/tools/espd/filter?lang=en>), vanj neposredno vnese zahtevane podatke, ga izvozi, digitalno podpiše ter izpolnjenega predloži v ponudbi.

Skupna ponudba:

Vsi ponudniki v skupni ponudbi morajo ESPD izpolniti posamično.

Podizvajalci in subjekti, na katerih zmogljivosti se ponudnik sklicuje:

Če bo ponudnik sodeloval s podizvajalci, mora v ESPD navesti vse podizvajalce. Ponudnik mora v ponudbi predložiti tudi izpolnjene obrazce ESPD vsakega podizvajalca ali subjekta, na čigar zmogljivosti se sklicuje.

8. DETERMINATION OF QUALIFICATION

8.1 NOTES ON CRITERIA, REQUIREMENTS AND SUPPORTING DOCUMENTS

During the submission of the tender, in place of the certificates issued by public authorities or third parties, in accordance with Article 79 of the ZJN-3 the contracting authority shall accept an ESPD that includes an updated self-declaration as preliminary evidence of the fulfilment of the tender conditions. The ESPD is an official declaration by an economic operator that there are no grounds for exclusion and that it meets the selection criteria, while at the same time it provides the relevant information required by the contracting authority. The ESPD form also cites the official authority or third party responsible for issuing evidence, and includes an official declaration that the economic operator will be able to submit this evidence without delay upon request. The contracting authority may call upon tenderers, at any time during the procedure, to submit all means of proof or a part thereof in connection with the statements in the ESPD.

The statements in the ESPD form and/or the supporting documents submitted by the economic operator must be valid.

IMPORTANT NOTICE:

Before the award of the public contract, the contracting authority shall require the preferred tenderer to submit the latest supporting documents (certificates, declarations) as evidence of the absence of grounds for exclusion and of the fulfilment of the selection criteria.

In general the evidence of the absence of grounds for exclusion and evidence of the fulfilment of the selection criteria shall be submitted by the economic operator when submitting the tender itself. The contracting authority reserves the right to verify the authenticity of the supporting documents with the signatory thereof.

IMPORTANT NOTICE:

If a Member State or a third country does not issue the aforementioned supporting documents, or if they do not cover all cases, the tenderer shall 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, a notary-public or a professional or trade organisation in this person's home country or in the country in which the economic operator is established.

The economic operator shall download the contracting authority's ESPD form (xml file) from the ESPD page on the Public Procurement Portal (Slovene: <https://www.enarocanje.si/ESPD>, English: [ESPD \(eop.bg\)](https://www.enarocanje.si/ESPD)), and shall enter the required data directly into it, export it, digitally sign it, and attach the completed form to the tender.

Joint tender:

All the tenderers in a joint tender shall complete the ESPD individually.

Subcontractors and entities whose capacities the tenderer is relying on:

A tenderer that is working with subcontractors shall cite all subcontractors in the ESPD. In the tender the tenderer shall also submit the completed ESPD forms of each subcontractor or entity whose capacities it is relying on.

8.2. RAZLOGI ZA IZKLJUČITEV⁷

Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt (ponudnika, ponudnika v skupni ponudbi, podizvajalca ali subjekta, na katerega zmogljivosti se ponudnik sklicuje), če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od v nadaljevanju navedenih prepovedanih položajev:

- I. 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

⁷ Upošteva se starost dokumentov glede na navodilo v 3. točki teh navodil (Dopustnost ponudbe).

nadzor v njem, je bila izrečena pravnomočna sodba za kazniva dejanja, navedena v prvem odstavku 75. člena ZJN-3 ali pravnomočna sodba za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter dokazila pristojnega organa države gospodarskega subjekta za vse gospodarske subjekte v ponudbi in za vse osebe, ki so članice upravnega, vodstvenega ali nadzornega organa teh gospodarskih subjektov, vključno z vsemi osebami, ki imajo pooblastila za njegovo zastopanje, odločanje ali nadzor (glej pomembno opozorilo zgoraj). Ponudnik lahko predloži potrdilo iz kazenske evidence, ki ni starejše od 4 mesecev, šteto od roka za oddajo ponudbe.

- II. gospodarski subjekt ne izpolnjuje obveznih dajatev in drugih denarnih nedavčnih obveznosti v skladu z zakonom, ki ureja finančno upravo in ki jih pobira davčni organ v skladu s predpisi države, v kateri ima sedež, ali predpisi države naročnika in ima 50 EUR in več teh neplačanih zapadlih obveznosti.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc (Obrazec 4) za vse gospodarske subjekte v ponudbi. Naročnik bo slovenske ponudnike preveril preko aplikacije e-dosje.

- III. gospodarski subjekt nima predloženih vseh obračunov davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do roka za oddajo ponudb.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc (Obrazec 4) za vse gospodarske subjekte v ponudbi. Naročnik bo slovenske ponudnike preveril preko aplikacije e-dosje.

- IV. gospodarski subjekt je na dan, ko poteče rok za oddajo ponudb, uvrščen v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja.

DOKAZILO: Naročnik bo preveril izpolnjevanje zahteve z vpogledom v Evidenco z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja.

- V. pristojni organ Republike Slovenije ali druge države članice ali tretje države je pri gospodarskemu subjektu v zadnjih treh letih pred potekom roka za oddajo ponudb ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno, za katera mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi **ter dokazila pristojnega organa** države gospodarskega subjekta o izpolnjevanju pogojev iz te točke (glej pomembno opozorilo zgoraj).

POPRAVNI MEHANIZEM ZA RAZLOGE ZA IZKLJUČITEV

Naročnik gospodarskega subjekta v zvezi z razlogom za izključitev iz II. in III. točke ne bo izključil, če bo gospodarski subjekt do roka za oddajo ponudb poravnal neplačane zapadle obveznosti, ki znašajo 50 eurov ali več in predložil vse obračune davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih pet let do roka za oddajo ponudbe.

Za razloge za izključitev iz I., IV. in V., točke velja, da lahko gospodarski subjekt, ki je v teh položajih, najkasneje do roka za oddajo ponudb naročniku predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razlogov za izključitev. Za zadostne ukrepe šteje plačilo ali zaveza plačati nadomestilo za vso škodo, povzročeno s kaznivim dejanjem ali kršitvijo,

aktivno sodelovanje s preiskovalnimi organi za celotno razjasnitev dejstev in okoliščin ter sprejetje konkretnih tehničnih, organizacijskih in kadrovskih ukrepov, ustreznih za preprečitev nadaljnjih kaznivih dejanj ali kršitev. Pri ocenjevanju ukrepov, ki jih sprejme gospodarski subjekt, naročnik upošteva resnost in posebne okoliščine kaznivega dejanja ali kršitve. Če naročnik oceni, da dokazi, ki jih je predložil gospodarski subjekt, zadoščajo, gospodarskega subjekta ne glede na razloge za izključitev ne izključi iz postopka javnega naročanja. Če bo naročnik ocenil, da ukrepi ne zadoščajo, bo gospodarskemu subjektu poslal utemeljitev takšne odločitve.

8.2. GROUNDS FOR EXCLUSION⁸

The contracting authority shall exclude an economic operator (a tenderer, a joint tenderer, a subcontractor or an entity whose capacity the tenderer is relying on) from the contract award procedure at any time in the procedure if it is proven to be in one of the following prohibited positions with regard to acts or omissions, either before or during the contract award procedure:

- I. *a final judgment for criminal offences cited in the first paragraph of Article 75 of the ZJN-3 or a final judgment for any comparable criminal offence imposed by a foreign court has been imposed on the economic operator, or on a person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation, decision or control therein.*

PROOF: A completed ESPD for all economic operators in the tender and evidence from the competent authority of the country of establishment of the economic operator for all economic operators in the tender and for all persons who are members of the administrative, management or supervisory bodies of these economic operators, including all persons who have powers of representation, decision or control therein (see important notice above). The tenderer may submit certification from the criminal record that is no more than four months old, counted from the deadline for submission of tenders.

- II. *the economic operator fails to settle any mandatory levies or other monetary non-tax liabilities under the law governing financial administration that are collected by the tax authority in accordance with the regulations of its country of establishment, or the regulations of the contracting authority's country, when the value of the outstanding past-due liabilities is EUR 50 or more.*

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records (Form 4) for all economic operators in the tender. The contracting authority will review Slovenian tenderers via the e-dosje application.

- III. *the economic operator has failed to submit all its withholding tax returns for employment earnings for the five years preceding the deadline for submission of **tenders**.*

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records (Form 4) for all economic operators in the tender. The contracting authority will review Slovenian tenderers via the e-dosje application.

- IV. *as at the deadline for submission of tenders the economic operator has been included in the register of economic operators subject to ancillary penalties of exclusion from contract award procedures.*

PROOF: The contracting authority will verify fulfilment of the requirement by checking the Register of ancillary penalties of exclusion from contract award procedures.

⁸ The age of the documents is taken into account according to point 3 of these instructions (Admissibility of tender).

- V. *a fine has been imposed on the economic operator twice or more times during the three years prior to the deadline for submission of tenders, by virtue of a final decision or multiple final decisions rendered by a competent authority of the Republic of Slovenia, another Member State or a third country for breaches in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.*

*PROOF: A completed ESPD for all economic operators in the tender and **evidence from the competent authority** of the country of establishment of the economic operator concerning fulfilment of the conditions under this point (see important notice above).*

CORRECTIVE MECHANISM FOR GROUNDS FOR EXCLUSION

The contracting authority shall not exclude the economic operator in connection with the grounds for exclusion referred to in points II. and III. if by the deadline for submission of tenders the economic operator settles the outstanding past-due liabilities in the amount of EUR 50 or more and submits all its withholding tax returns for employment income for the five years preceding the deadline for submission of tenders.

In connection with the grounds for exclusion referred to in points I., IV. and V., an economic operator in these positions may submit evidence to the contracting authority by no later than the deadline for submission of tenders that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion. The payment of or an undertaking to pay compensation for all damage caused by the criminal offence or breach, active collaboration with investigating authorities in order to clarify the facts and circumstances in a comprehensive manner, and the taking of concrete technical, organisational and personnel measures appropriate to preventing further criminal offences or breaches are considered sufficient measures. When evaluating the measures taken by the economic operator, the contracting authority shall take account of the seriousness and particular circumstances of the criminal offence or breach. If the contracting authority considers the evidence submitted by the economic operator to be sufficient, it shall not exclude the economic operator from the contract award procedure irrespective of the grounds for exclusion. If the contracting authority assesses that the measures are insufficient, it shall inform the economic operator of the reasoning for this decision.

9. ODPRAVA NAPAK

Če bodo ali se bodo naročniku zdele informacije ali dokumentacija, ki jih morajo predložiti ponudniki, nepopolne (da manjka informacija ali celoten dokument) ali napačne, bo naročnik lahko zahteval, da ponudnik v ustreznem roku predloži manjkajoče dokumente ali dopolni, popravi ali pojasni ustrezne informacije ali dokumentacijo, pod pogojem, da bo takšna zahteva popolnoma skladna z načeloma enake obravnave in transparentnosti. Naročnik bo od gospodarskega subjekta zahteval dopolnitev, popravek, spremembo ali pojasnilo njegove ponudbe le, kadar določenega dejstva ne bo mogel preveriti sam. Očitne ali nebstvene napake naročnik lahko spregleda.

Predložitev manjkajočega dokumenta ali dopolnitev, popravek ali pojasnilo informacije ali dokumentacije se lahko nanaša izključno na takšne elemente ponudbe, katerih obstoj bi bilo mogoče objektivno preveriti že pred iztekom roka, določenega za predložitev prijave ali ponudbe. Če gospodarski subjekt ne predloži manjkajočega dokumenta ali ne dopolni, popravi ali pojasni informacije ali dokumentacijo, bo naročnik ponudbo zavrnil/izključil.

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

- svoje cene brez DDV na enoto, vrednosti postavke brez DDV, skupne vrednosti ponudbe brez DDV, razen, če se skupna vrednost spremeni v skladu s sedmim odstavkom 89. člena ZJN-3,
- tistega dela ponudbe, ki se veže na tehnične specifikacije predmeta javnega naročila.

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

9. RECTIFICATION OF ERRORS

If the information or documentation that must be submitted by the tenderer is, or seems to the contracting authority to be, incomplete (information or an entire document is missing) or erroneous, the contracting authority may request that the tenderer submit the missing documents or supplement, correct, or clarify the information or documentation by an appropriate deadline, provided that such a request is in complete accordance with the principles of equal treatment and transparency. The contracting authority shall only request an economic operator to supplement, correct, revise or clarify its tender if the contracting authority is unable to verify a specific fact itself. Obvious or immaterial errors may be overlooked by the contracting authority.

The submission of a missing document or the supplementation, correction or clarification of information or documentation may relate solely to those elements of the tender whose existence before the passing of the deadline stipulated for the submission of a request to participate or tender could have been objectively verified. Should the economic operator fail to submit the missing document, or fail to supplement, correct or clarify the information or documentation, the contracting authority shall reject/exclude the tender.

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

- its unit prices excluding VAT, the values of items excluding VAT, the total value of the tender excluding VAT, except when the total value is being changed in accordance with the seventh paragraph of Article 89 of the ZJN-3,*
- that part of the tender tied to the technical specifications of the subject of the public contract.*

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

10. DOSTOP DO DOKUMENTACIJE V ZVEZI Z JAVNIM NAROČILOM

Dokumentacija v zvezi z javnim naročilom je objavljena na Portalu javnih naročil in Uradnem listu Evropske Unije.

10. ACCESS TO PROCUREMENT DOCUMENTS

The procurement documents are published on the Public Procurement Portal and in the Official Journal of the European Union.

11. NAČIN POJASNJEVANJA DOKUMENTACIJE V ZVEZI Z JAVNIM NAROČILOM IN SPREMEMBA DOKUMENTACIJE

Pojasnila v zvezi z javnim naročilom daje naročnik na pisna vprašanja. Vprašanja, brez navedbe virov, in odgovori bodo sproti sporočeni ponudnikom. Vsi odgovori in informacije štejejo za pojasnilo, dopolnitev oziroma spremembo dokumentacije v zvezi z javnim naročilom; njihova vsebina postane njen sestavni del in je za ponudnike in za naročnika obvezujoča. V primeru spremembe dokumentacije v zvezi z javnim naročilom lahko naročnik podaljša rok za oddajo ponudb najkasneje šest dni pred iztekom roka za oddajo ponudbe, če to oceni za potrebno.

Zainteresirani pošljejo vprašanja preko Portala javnih naročil (www.enarocanje.si).

Naročnik bo zahtevo za pojasnilo razpisne dokumentacije oziroma kakršnokoli drugo vprašanje ali predlog v zvezi z naročilom štel kot pravočasno, v kolikor bo zastavljeno najkasneje do vključno **15. 02. 2024**.

11. MANNER OF CLARIFICATION OF PROCUREMENT DOCUMENTS AND AMENDMENT OF PROCUREMENT DOCUMENTS

Clarifications in connection with the public service contract shall be provided by the contracting authority in response to written queries. Queries, without citation of sources, and answers shall be communicated promptly to the tenderers. All answers and information shall be deemed a clarification, supplement or amendment to the procurement documents; their content shall become an integral part thereof and shall be binding upon tenderers and the contracting authority. In the event of the amendment of the procurement documents, the contracting authority may extend the deadline for submission of tenders by no later than six days before the deadline should it judge this necessary.

Interested parties may submit queries via the Public Procurement Portal www.enarocanje.si.

*The contracting authority shall consider a request for clarification of the procurement documents or any other query or proposal in connection with the public service contract as timely if it is submitted by no later than **February 15, 2024**.*

12. ODDAJA PONUDBE

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

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

Uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Informacijski sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika⁹). 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.

⁹ Obligacijski zakonik (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631)

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema ejn.gov.si **najkasneje do 5. 3. 2024, 12:00 CET**. Za oddano ponudbo se šteje ponudba, ki je v informacijskem sistemu označena s statusom »ODDANO«.

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati, razen na podlagi poziva naročnika za dopolnitev ali pojasnilo ponudbe v skladu s predpisi in pravili te dokumentacije.

Dostop do povezave za oddajo elektronske ponudbe v tem postopku javnega naročila je na naslednji povezavi: https://ejn.gov.si/ponudba/pages/aktualno/aktualno_jnc_podrobno.xhtml?zadevaId=35687

12. SUBMISSION OF TENDER

Tenderers shall submit their tenders to the e-JN information system at <https://ejn.gov.si>, in accordance with point 3 of the Instructions for the use of the information system for the use of the function for the electronic submission of e-JN tenders: TENDERERS (hereinafter: Instructions for the Use of e-JN), which are part of these procurement documents and are published on <https://ejn.gov.si>.

Prior to submitting a tender, tenderers shall register at <https://ejn.gov.si/eJN2>, in accordance with the Instructions for the Use of e-JN. Tenderers who are already registered on the e-JN information system should log into the application at the same address.

The user of a tenderer authorised to submit tenders in the e-JN information system submits the tender by clicking on the "Submit" button. Upon submission of tenders, the e-JN information system logs the user's identity and the time of submission. By submitting a tender, the user demonstrates and declares their intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations).¹⁰ Upon the submission of a tender, that tender shall be binding for the time stated in the tender, unless the tenderer's user withdraws or amends the tender before the deadline for submission of tenders.

*Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system by no later than by **12 pm CET on March 5, 2024**. A tender is deemed to have been submitted if it is designated as "SUBMITTED" in the information system.*

Tenders may no longer be submitted after the deadline for submission of tenders passes, except on the basis of a request from the contracting authority to supplement or clarify the tender in accordance with the regulations and rules of these procurement documents.

Access to the link for the submission of an electronic tender in this contract award procedure is provided via the following https://ejn.gov.si/ponudba/pages/aktualno/aktualno_jnc_podrobno.xhtml?zadevaId=35687

13. UMIK, SPREMEMBA ALI DOPOLNITEV PONUDBE

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

Po preteku roka za oddajo ponudnik ponudbe ne more več umakniti, spremeniti ali dopolniti, razen na podlagi poziva naročnika za dopolnitev ali pojasnilo ponudbe v skladu s predpisi in pravili te dokumentacije.

¹⁰ *Code of Obligations (Official Gazette of the Republic of Slovenia, Nos. 97/07 [official consolidated version], 64/16 [constitutional court decision] and 20/18 [OROZ631])*

13. WITHDRAWAL, AMENDMENT OR SUPPLEMENTATION OF TENDER

The tenderer may withdraw or amend its tender up until the deadline for submission of tenders. If a tenderer withdraws its tender from the information system, the tender shall be regarded as having not been submitted and the contracting authority will not be able to see it in the system. If the tenderer amends its tender in the information system, the last submitted tender is on view to the contracting authority in this system.

After the deadline for submission, the tenderer may no longer withdraw, amend or supplement the tender, except at the request of the contracting authority to supplement or clarify the tender in accordance with the regulations and rules of these procurement documents.

14. ODPIRANJE PONUDB

Odpiranje ponudb bo potekalo avtomatično v informacijskem sistemu **5. 3. 2024** in se bo začelo **ob 13:00** na spletnem naslovu <https://ejn.gov.si>

Odpiranje poteka tako, da informacijski sistem 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 pod razdelek "Predračun". Javna objava se avtomatično zaključi po dveh dneh. Ponudniki, ki so oddali ponudbe, imajo te podatke v informacijskem sistemu na razpolago v razdelku "Zapisnik o odpiranju ponudb".

Če elektronsko komunikacijsko sredstvo iz 13. točke tega navodila ne bo delovalo na način, ki bi omogočal oddajo prijav ali ponudb, bo naročnik podaljšal rok za oddajo in odpiranje prijav ali ponudb za najmanj pet delovnih dni, če bodo kumulativno izpolnjeni naslednji pogoji:

- elektronsko komunikacijsko sredstvo ne bo delovalo v zadnjih 60 minutah pred iztekom roka, ki je določen za oddajo prijav ali ponudb;
- kandidat ali ponudnik bo naročnika o tem nemudoma obvestil, vendar najpozneje 30 minut po roku za oddajo prijav ali ponudb;
- upravitelj elektronskega komunikacijskega sredstva bo nedelovanje potrdil naročniku;
- kandidatu ali ponudniku ne bo uspelo oddati prijave oziroma ponudbe do določenega roka za oddajo;
- odpiranje prejetih prijav ali ponudb se še ne bo izvedlo.

14. OPENING OF TENDERS

*The opening of tenders shall take place automatically in the information system, beginning at **1 pm on March 5, 2024** online at <https://ejn.gov.si>.*

The opening process takes place with the information system displaying the data about the tenderer and the variants (if required or permitted) automatically at the time set for the public opening of tenders, and enabling access to the pdf document that the tenderer uploads to the system under the "Proforma invoice" section. The public display of tenders ends automatically after two days. The tenderers who have submitted a tender have this information at their disposal in the information system in the "Record of opening of tenders" section.

Should the electronic means of communication referred to in point 13 of these instructions fail to function in a way that allows requests to participate or tenders to be submitted, the contracting authority shall extend the deadline for submission and opening of requests to participate or tenders by at least five business days, provided that the following conditions are met cumulatively:

- *the electronic means of communication used by the contracting authority do not function in the last 60 minutes before the deadline for submission of requests or tenders;*
- *the candidate or tenderer informs the contracting authority accordingly, but no later than 30 minutes after the deadline for submission of requests or tenders;*
- *the administrator of the electronic means of communication confirms the non-functioning with the contracting authority;*
- *the candidate or tenderer fails to submit a request or tender by the stipulated deadline for submission;*

- *the opening of requests or tenders does not take place.*

15. DELNE PONUDBE / VARIANTNE PONUDBE

Ponudnik, ki bo oddal le delno ponudbo upošteva dokumentacijo, bo izločen iz nadaljnjega postopka oz. se bo ponudba štela kot nedopustna.

Ponudbo je mogoče predložiti le za celotno naročilo in ne v variantah.

15. PARTIAL TENDERS / VARIANT TENDERS

Having regard for the procurement documents, tenderers who submit a partial tender only shall be excluded from the subsequent procedure, and their tender shall be treated as inadmissible.

A tender may only be submitted for the entire public contract, and not in variants.

16. MERILA ZA OCENJEVANJE PONUDB

Naročnik bo izbral ponudnika na podlagi merila ekonomsko najugodnejše ponudbe (najnižja cena brez DDV iz predračuna), pri čemer mora ponudnik izpolnjevati vse pogoje iz razpisne dokumentacije.

16. AWARD CRITERIA

The contracting authority shall select the tenderer on the basis of the criterion of the most economically favourable tender (lowest price excluding VAT cited in the proforma invoice), whereby the tenderer must satisfy all the conditions set out by the procurement documents.

17. VREDNOST PONUDBE

Vrednost ponudbe mora biti razvidna iz predračuna (Obrazec 9) in mora upoštevati vse elemente, ki vplivajo na njen izračun; izražena mora biti v evrih brez DDV.

Ponudnik v informacijskem sistemu v razdelek »Predračun« naloži izpolnjen (Obrazec 9) v *.pdf datoteki, ki bo dostopna na javnem odpiranju ponudb. Ponudnik ne sme spreminjati vsebine predračuna.

V primeru razhajanj med podatki v Ponudbi (Obrazec 1) in Predračunu (Obrazec 9), kot veljavni štejejo podatki v Predračunu (Obrazec 9).

17. VALUE OF TENDER

The value of the tender must be evident in the proforma invoice (Form 9), and must take account of all elements affecting its calculation; it must be expressed in euros excluding VAT.

The tenderer shall upload the completed Form 9 in pdf format to the "Proforma invoice" section of the information system; it shall be accessible at the public opening of tenders. The tenderer may not amend the content of the Proforma invoice.

In the event of any discrepancies between the information in the Tender (Form 1) and the Proforma invoice (Form 9), the information in the Proforma invoice (Form 9) shall take precedence.

18. ROK VELJAVNOSTI PONUDB

Ponudbe morajo biti veljavne vključno 6 mesecev od roka za oddajo ponudb. V primeru krajšega roka veljavnosti ponudbe se ponudba zavrne/izključi iz postopka oddaje javnega naročila.

Naročnik lahko zahteva, da ponudniki podaljšajo čas veljavnosti ponudb za določeno dodatno obdobje. Če ponudnik ne ravna v skladu z zahtevo naročnika, se šteje, da je umaknil ponudbo.

18. VALIDITY OF TENDERS

Tenders must be valid for six months inclusive after the deadline for submission of tenders. Should the validity of the tender be shorter, the tender shall be rejected/excluded from the contract award procedure.

The contracting authority may require tenderers to extend the validity of tenders for a specific additional period. Should the tenderer fail to comply with the request, the tender shall be deemed to have been withdrawn.

19. ODLOČITVE V POSTOPKIH JAVNEGA NAROČANJA

Naročnik si pridržuje pravico izkoristiti vse možnosti odločitev iz 90. člena ZJN-3 brez kakršnekoli odškodninske odgovornosti.

Naročnik o vseh odločitvah v skladu z 90. členom ZJN-3 obvesti ponudnika na način, da odločitev iz tega člena objavi na portalu javnih naročil. Odločitev se šteje za vročeno z dnem objave na portalu javnih naročil.

19. DECISIONS IN CONTRACT AWARD PROCEDURES

The contracting authority reserves the right to make use of all decision options set out in Article 90 of the ZJN-3 without any liability for damages.

The contracting authority shall inform tenderers of all decisions in accordance with Article 90 of the ZJN-3 by publishing the decision referred to in this article on the Public Procurement Portal. The decision shall be deemed to have been served on the day of its publication on the Public Procurement Portal.

20. POSTOPKI PO IZDAJI OBVESTILA O ODDAJI NAROČILA

O izbiri ponudnika bo naročnik na način iz prejšnje točke teh navodil z odločbo obvestil vse, ki so oddali ponudbe. Odločba bo vsebovala naročnikove ugotovitve in razloge za sprejeto odločitev.

Izbrani ponudnik bo moral podpisati pogodbo takoj oziroma najkasneje v 48 dneh od pravnomočnosti odločbe o oddaji naročila.

20. PROCEDURES AFTER ISSUE OF CONTRACT AWARD NOTICE

The contracting authority shall issue a decision to notify all tenderers of the selection of the tenderer in the manner referred to in the previous point of these instructions. The decision will contain the contracting authority's findings and the grounds for the decision.

The selected tenderer must sign the contract immediately, or no later than 48 days after the decision to award the contract becomes final.

21. PROTİKORUPCIJSKO DOLOČILO

V času postopka oddaje javnega naročila naročnik in ponudnik ali tretje osebe ne smeta/smejo začenjati in izvajati dejanj, ki bi vnaprej določili izbor določene ponudbe.

V času od izbire ponudbe do začetka veljavnosti pogodbe naročnik in ponudnik ne smeta začenjati 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 začenjati in izvajati postopkov, ki bi oteževali razveljavitev ali spremembo odločitve o izbiri, ali ki bi vplivali na nepristranskost naročnika in/ali Državne revizijske komisije.

21. ANTI-CORRUPTION CLAUSE

During the contract award procedure, the contracting authority and the tenderer or a third party may not initiate or undertake actions that could predetermine the selection of a specific tender.

In the period between the selection of the tender and the entry into force of the contract, the contracting authority and the tenderer may not initiate actions that could prevent the contract from entering into force or from being performed. Should the procedure be terminated, neither party may initiate or

undertake procedures that could hinder the cancellation or amendment of the selection decision, or that could affect the impartiality of the contracting authority and/or the National Review Commission.

22. PRAVNI POUK

Pravna podlaga, roki in pravica do vložitve revizije

Pravno varstvo zoper kršitve v postopkih javnega naročanja zagotavlja Zakon o pravnem varstvu v postopkih javnega naročanja (Uradni list RS, št. 43/11, s spremembami in dopolnitvami; v nadaljevanju: **ZPVPJN**):

- v pred revizijskem postopku pred naročnikom,
- v revizijskem postopku pred Državno revizijsko komisijo in
- v sodnem postopku, ki na prvi stopnji poteka pred okrožnim sodiščem.

Zahtevek za revizijo, ki se nanaša na vsebino objave, povabilo k oddaji ponudbe ali dokumentacijo v zvezi z javnim naročilom, se vloži v desetih delovnih dneh:

- od dneva objave obvestila o javnem naročilu ali
- od dneva objave obvestila o dodatnih informacijah, informacijah o nedokončanem postopku ali popravku, če se s tem obvestilom spreminjajo ali dopolnjujejo zahteve ali merila za izbiro najugodnejšega ponudnika,
- od dneva prejema povabila k oddaji ponudb.

Ne glede na navedeno v prejšnjem odstavku, zahtevka za revizijo ni dopustno vložiti po roku za prejem ponudb, razen če je naročnik v postopku javnega naročanja določil rok za prejem ponudb, ki je krajši od desetih delovnih dni. V tem primeru se lahko zahtevek za revizijo vložijo v desetih delovnih dneh od dneva objave obvestila o naročilu.

Zagovornik javnega interesa lahko zahtevek za revizijo vložijo v kateri koli fazi postopka oddaje javnega naročila v 45 delovnih dneh od dneva, ko je izvedel za kršitev, vendar najpozneje v 12 mesecih od začetka izvajanja pogodbe ali posameznega naročila, oddanega na podlagi okvirnega sporazuma ali v dinamičnem nabavnem sistemu.

Vlagatelj mora k zahtevku za revizijo priložiti potrdilo o plačilu takse¹¹, določeno v skladu z 71. členom ZPVPJN, v višini 4.000 €, če se zahtevek za revizijo nanaša na vsebino objave ali na dokumentacijo v zvezi z javnim naročilom.

Vlagatelj mora takso plačati na podračun, odprt za namen plačila takse za pred revizijski in revizijski postopek:

- na transakcijski račun; SI56 0110 0100 0358 802 pri Banki Slovenije – Izvrševanje proračuna,
- SWIFT koda: BSLJSI2X
- IBAN: SI56011001000358802
- sklic: 11 16110-7111290-XXXXXXLL

Sklic je sestavljen iz treh delov, in sicer P1-P2-P3. Prva dva dela sklica, P1 in P2, sta vselej enaka in se pišeta z vezajem.

P1: 16110

P2: 7111290

P3: tretji del sklica predstavlja številko objave obvestila o naročilu, izjemoma pa referenčno številko naročila, zato je za vsak postopek javnega naročanja drugačen. V primeru takse za postopek revizije pred Državno revizijsko komisijo, ki se plača na podlagi njenega sklepa, se v P3 povzame številka tega sklepa. P3 je sestavljen iz 8 cifr, od tega zadnji dve predstavljata navedbo letnice iz številke objave oziroma navedbo letnice iz referenčne številke.

¹¹ Zagovornik javnega interesa je kot vlagatelj oproščen plačila takse.

Vlagatelj lahko zahtevek za revizijo poda preko portala E-revizija.

22. NOTICE OF LEGAL REMEDY

Legal basis, deadlines and right to request review

Legal protection against breaches in contract award procedures is guaranteed by the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, with amendments; hereinafter: the ZPVPJN):

- *in the pre-review procedure before the contracting authority,*
- *in the review procedure before the National Review Commission, and*
- *in judicial proceedings before the district court in the first instance.*

A request for review in relation to the content of the contract notice, the invitation to tender or the procurement documents should be filed within ten business days of:

- *the publication of the contract notice, or*
- *the publication of a notice of supplementary information, information on an incomplete procedure or a corrigendum, if this notice has the effect of changing or supplementing the requirements or the selection criteria,*
- *the receipt of an invitation to submit a tender.*

The previous paragraph notwithstanding, a request for review may not be filed after the deadline for submission of tenders, unless in the contract award procedure the contracting authority stipulates a deadline for submission of tenders that falls in less than ten business days. In this event a request for review may be filed within ten business days of the publication of the contract notice.

A public interest advocate may file a request for review in any phase of a contract award procedure within 45 business days of the date on which the advocate learned of a breach, but no later than 12 months after the start of performance of the contract or the individual contract awarded on the basis of a framework agreement or in a dynamic purchasing system.

In the request for review, the applicant must enclose confirmation of payment of the fee¹² set out in accordance with Article 71 of the ZPVPJN in the amount of EUR 4,000 when the request for review relates to the content of the contract notice or the procurement documents.

The applicant must pay the fee into a subsidiary account open for the purpose of the payment of fees for pre-review and review procedures:

- *current account: SI56 0110 0100 0358 802 at Banka Slovenije (budget implementation),*
- *SWIFT: BSLJSI2X*
- *IBAN: SI56011001000358802*
- *reference: 11 16110-7111290-XXXXXXLL*

The reference consists of three parts, P1-P2-P3. The first two parts of the reference, P1 and P2, are always the same, and are linked by a hyphen.

P1: 16110

P2: 7111290

P3: the third part of the reference is the number of the contract notice, or in exceptional cases the reference number of the order, and thus differs for each contract award procedure. In the case of a fee for a review procedure before the National Review Commission, which is paid on the basis of its resolution, P3 is taken from the number of the resolution. P3 consists of eight figures, of which the last two represent the year from the contract notice number or from the reference number.

Applicants may lodge a request for review via the E-revizija portal.

¹² Public interest advocates are exempt from the payment of the fee as the applicant.

Številka/Ref.: 2.09.3.1.02-17/2023
Datum/date: 26 January 2024

Za naročnika / For the contracting authority:

Andrej Cafuta
generalni sekretar / Secretary-General

Obrazec 1: PONUDBA
Form 1: TENDER

Ponudnik oziroma nosilec ponudbe / *Tenderer or lead tenderer:*

Banka Slovenije
Slovenska cesta 35
1505 Ljubljana

Na podlagi javnega naročila za Storitve povezljivosti U2A do ESMIG za majhen obseg sporočil vam dajemo naslednjo

On the basis of the public contract for low-volume U2A ESMIG connectivity services, we hereby submit the following

PONUDBO ZA storitve povezljivosti U2A do ESMIG za majhen obseg sporočil/
TENDER FOR low volume U2A ESMIG connectivity services

I.

Naročniku v skladu z določili tega javnega naročila ponujamo Storitve povezljivosti U2A do ESMIG za majhen obseg sporočil iz Obrazca 7: Zahteve in tehnične specifikacije za storitve povezljivosti U2A do ESMIG za majhen obseg sporočil.

Under the terms of this public contract, we are offering the contracting authority the low-volume U2A ESMIG connectivity services referred to in Form 7 (Requirements and technical specifications for low-volume U2A ESMIG connectivity services).

Vse ponudbene cene je treba razumeti kot neto zneske (brez vseh dajatev ali drugih pristojbin, npr. DDV), ki pa vključujejo vse stroške storitev, opravljenih v skladu z dokumentacijo javnega naročila.

All tendered prices are to be understood as net amounts (exclusive of all duties or other levies, e.g. VAT), but inclusive of all costs for services provided in accordance with the procurement documents.

II.

Podatki o ponudniku / Information about the tenderer:

Firma, sedež, matična in davčna številka / <i>Business name, registered address, registration number, tax number:</i>	
Telefon, telefaks, e-pošta / <i>Telephone, fax, email:</i>	
Transakcijski račun / <i>Current account number:</i>	
Odgovorna oseba za podpis pogodbe, funkcija / <i>Person with power to sign contract, position:</i>	
Kontaktna oseba*, telefon, telefaks e-pošta / <i>Contact person*, telephone, fax, email:</i>	

* Poudarjamo, da naša kontaktna oseba v skladu z 89. členom ZUP (Zakona o upravnem postopku) predstavlja tudi pooblaščenca za vročitve.

* It should be noted that our contact person is also the agent for service of process pursuant to Article 89 of the ZUP (General Administrative Procedure Act).

III.

S to ponudbo nastopamo (ustrezno označite)

In this tender we are acting as (indicate as appropriate):

- ☐ samostojni ponudnik / a sole tenderer
☐ ponudnik s podizvajalci / a tenderer with the following subcontractors:

št. / no.	Firma in sedež / Business name and registered office
1.	
2.	
3.	

(Opomba: Obvezno izpolnite Obrazec 3, NE pa Obrazca 2.)

(Note: Form 3 must be completed, NOT Form 2.)

Ponudnik v nadaljevanju navaja podatke v zvezi s podizvajalci iz drugega odstavka 94. člena ZJN-3:
Below the tenderer provides the following information in connection with the subcontractors referred to in the second paragraph of Article 94 of the ZJN-3:

Podizvajalec, kontaktni podatki in zakoniti zastopniki / Subcontractor, contact details and statutory representatives	Predmet (dela, ki jih bo opravljal) / Subject (type of work to be performed)	Delež v % / Share (%)	Vrednost deleža v EUR z DDV / Value of share including VAT (EUR)

Če podizvajalec zahteva neposredno plačilo (94. člen ZJN-3) mora podizvajalec izpolniti naslednjo izjavo¹³:

A subcontractor that requires direct payment (Article 94 of the ZJN-3) must complete the following declaration:¹⁴

Podizvajalec _____, ki sodelujem pri javnem naročilu

_____ izjavljam, da

zahtevam neposredno plačilo od naročnika.

V _____,

Podpis podizvajalca: _____

¹³ Če več podizvajalcev zahteva neposredno plačilo, mora vsak izpolniti priloženo izjavo in jo priložiti obrazcu.

¹⁴ If there are several subcontractors requiring direct payment, each must complete a declaration and attach it to this form.

Subcontractor _____, who is participating _____ in the _____ public contract hereby declares that

it requires direct payment from the contracting authority.

Done in _____, on

Subcontractor's signature: _____

Kot ponudnik izjavljamo, da bomo naročniku v primeru izbora naše ponudbe proti plačilu v celoti odgovarjali za izvedbo naročila, ne glede na zgoraj navedene podizvajalce.

As the tenderer, we hereby declare that in the event of our tender being selected, we will be fully liable for the performance of the public contract versus payment, irrespective of the subcontractors cited above.

IV.

- ☐ v skupni ponudbi z naslednjimi skupnimi ponudniki / *in a joint tender with the following joint tenderers:*

št. / no.	Firma in sedež/ <i>Business name and registered office</i>
1.	
2.	
3.	

(Opomba: V primeru skupne ponudbe se obvezno izpolni Obrazec 2, NE pa Obrazec 3.)

(Note: In the case of a joint tender, Form 2 must be completed, NOT Form 3.)

Priloga: Pisna pogodba med skupnimi ponudniki za izvedbo predmetnega javnega naročila, ki vsebuje podatke, v skladu s 5. poglavjem navodil te dokumentacije javnega naročila. Skupni ponudniki se morajo v pogodbi dogovoriti, da bodo solidarno in neomejeno odgovarjali naročniku za vse obveznosti iz tega javnega naročila.

Appendix: *A written contract between the joint tenderers for the performance of the public contract that contains the information in accordance with point 5 of the instructions in the procurement documents. In the contract the joint tenderers must agree that they are jointly and severally liable without limitation to the contracting authority for all the obligations arising from this public service contract.*

V.

S to ponudbo uporabljamo zmogljivosti drugih subjektov¹⁵:

Št.	Firma in sedež
1.	
2.	
3.	

¹⁵ Če ponudnik uporablja zmogljivosti drugih subjektov in ta subjekt ni naveden kot podizvajalec ali skupni ponudnik, mora ponudnik za takšen subjekt predložiti vsa zahtevana dokazila iz 81. člena ZJN-3.

Obvezna priloga: Dokazilo, da bo ponudnik imel v času izvajanja javnega naročila sredstva na voljo.

In this tender we are relying on the capacities of other entities:¹⁶

<i>No.</i>	<i>Business name and registered office</i>
<i>1.</i>	
<i>2.</i>	
<i>3.</i>	

Mandatory appendix: Evidence that the tenderer will have the requisite resources at its disposal during the performance of the public contract.

VI.

Ponudba velja do vključno šest mesecev od roka za predložitev ponudb.

This tender shall be valid for six months after the deadline for submission of tenders.

NAVODILO: Ponudnikova odgovorna oseba obrazec izpolni, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

INSTRUCTIONS: The form should be completed by the tenderer's responsible person; a form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

¹⁶ If the tenderer is relying on the capacities of other entities and an entity in question is not cited as a subcontractor or joint tenderer, the tenderer is required to present all the supporting documents required by Article 81 of the ZJN-3.

Obrazec 2: IZJAVA IN POOBLASTILO SKUPNIH PONUDNIKOV
Form 2: DECLARATION AND AUTHORISATION OF JOINT TENDERERS

I.

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authoriser)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and
registered office of undertaking)

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authoriser)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and
registered office of undertaking)

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authoriser)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and
registered office of undertaking)

naročniku potrjujemo, da smo navedene osebe zakoniti zastopnik posamičnega ponudnika, ki dajemo skupno ponudbo in s tem dokumentom

pooblaščamo _____ (ime in priimek pooblaščenca)

z nazivom _____ (funkcija)

iz _____ (firma in sedež podjetja – nosilca ponudbe),

ki se podpisuje _____ in parafira _____,

- da v našem imenu podpiše in odda skupno ponudbo na to javno naročilo,
- da za namen skupne ponudbe nastopa kot naša skupna kontaktna oseba,
- da v skladu z 89. členom ZUP predstavlja tudi našega pooblaščenca za vročitve,
- da, če bo naša ponudba izbrana za izvedbo javnega naročila, podpiše pogodbo o izvedbi tega naročila.

hereby confirm to the contracting authority that the aforementioned persons are the statutory representatives of the individual tenderers that are collectively submitting a joint tender, and by virtue of this document

authorise _____ (first name and surname of authorised person)

with the title _____ (position)

of _____ (business name and registered office of lead tenderer),

who signs _____ and initials _____,

- to sign and submit a joint tender for this public service contract on our behalf,
- to act as our joint contact person for the purposes of the joint tender,
- to act as our agent for service of process pursuant to Article 89 of the ZUP,
- to sign the public service contract in the event of the selection of our joint tender for the performance of the public contract.

II.

Vsak podpisani skupni ponudnik izjavljam:

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani, (razen, kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in da so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika,
- da sprejemam vse pogoje in zahteve, ki izhajajo iz dokumentacije v zvezi z predmetnim javnim naročilom "Storitve povezljivosti U2A do ESMIG za majhen obseg sporočil",
- da sprejemam izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem javnim naročilom,
- da so vsi podatki v naši skupni ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu,
- da pri tej skupni ponudbi dodeljenega javnega naročila brez predhodnega pisnega dogovora z drugimi izvajalci in z naročnikom ne bom prenesel na drugega izvajalca,
- da se z oddajo zavezujoče ponudbe v postopku oddaje javnega naročila zavezujemo podpisati tudi pogodbo iz Obrazca 8. Potrjujemo, da brez sklenitve te pogodbe tudi ni sklenjeno pogodbeno razmerje na podlagi dokumentov iz posredovane ponudbe, ki sicer predstavljajo naše pogoje za izvedbo pogodbenih obveznosti. Potrjujemo, da le sklenitev in veljavnost navedene pogodbe po vzorcu naročnika in potrditev naših pogojev iz ponudbe predstavljajo celovito ureditev pogodbenega razmerja, ki je predmet tega javnega naročila.

As each of the signatories acting on behalf of the joint tenderers, we hereby declare that:

- *tenders submitted electronically into the information system are deemed dated and signed by us (except where a signature is specifically required on individual forms) and that all parts of our tender are binding for us as a tenderer in relation to the contracting authority,*
- *we accept all the criteria and requirements set out by the procurement documents in connection with the public service contract entitled "Low-volume U2A ESMIG connectivity services",*
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this public service contract,*
- *all information provided in our joint tender is true and not misleading, and that all copies of documents correspond to the originals,*
- *in the context of this joint tender, we will not transfer the awarded public service contract to another contractor without the prior written agreement of the other contractors and the contracting authority,*
- *submitting a binding tender in the contract award procedure entails a commitment to sign the contract set out in Form 8. We confirm that failure to conclude this contract would mean that no contractual relationship has been concluded on the basis of the documents in the submitted tender, which otherwise constitutes a prerequisite for our performance of the contractual obligations. We confirm that only the conclusion and validity of the aforementioned contract according to the contracting authority's sample and the confirmation of our terms and conditions referred to in the tender constitute the complete arrangement of the contractual relations that are the subject of this public service contract.*

Naročniku s tem v zvezi priznavamo pravico preveriti resničnost podatkov in verodostojnost kopij dokumentov po 4. alineji prejšnjega odstavka.

In this connection we recognise the contracting authority's right to verify the veracity of information and the authenticity of copies of documents pursuant to the fourth indent of the previous paragraph.

Za podatke v ponudbi, za njihovo resničnost in ustreznost prevzemam polno odgovornost.
We assume full liability for the information in our tender, and the veracity and relevance thereof.

Kraj in datum / *Place and date:*

Podpis pooblastitelja /
Signature of authoriser:

Kraj in datum / *Place and date:*

Podpis pooblastitelja /
Signature of authoriser:

Kraj in datum / *Place and date:*

Podpis pooblastitelja /
Signature of authoriser:

NAVODILO: Obrazec izpolnijo in podpišejo vsi zakoniti zastopniki ponudnikov v skupni ponudbi in njihova pooblaščenca oseba (nosilec ponudbe). Pooblaščenca oseba nosilca ponudbe v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanimi podpisi, ki je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

INSTRUCTIONS: The form should be completed and signed by all statutory representatives of the tenderers in the joint tender and their authorised person (lead tenderer). The authorised person of the lead tenderer attaches the scanned form with the required signatures to the electronically submitted tender, which is thus binding for the tenderer in relation to the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

Obrazec 3: IZJAVA O SPREJEMANJU RAZPISNIH POGOJEV /
Form 3: DECLARATION OF ACCEPTANCE OF TENDER CONDITIONS

Ponudnik / *The tenderer:*

izjavljam / *hereby declares that:*

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani (razen, kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika;
- *tenders submitted electronically into the information system shall be deemed dated and signed by us (except where a signature is specifically required on individual forms) and that all parts of our tender shall be binding for us as a tenderer in relation to the contracting authority;*
- da sprejemamo vse pogoje in zahteve dokumentacije v zvezi s predmetnim javnim naročilom "Storitve povezljivosti U2A do ESMIG za majhen obseg sporočil";
- *we accept all the criteria and requirements set out by the procurement documents in connection with the public service contract entitled "Low-volume U2A ESMIG connectivity services";*
- da sprejemamo izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem postopkom oddaje javnega naročila;
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this contract award procedure;*
- da so vsi podatki v naši ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu in
- *all information provided in our tender is true and not misleading, and that all copies of documents correspond to the originals;*
- da dodeljenega javnega naročila brez predhodnega pisnega dogovora z naročnikom ne bomo prenesli na drugega izvajalca;
- *we will not transfer the awarded public service contract to another contractor without the prior written agreement of the contracting authority;*
- da se z oddajo zavezujoče ponudbe v postopku oddaje javnega naročila zavezujemo podpisati tudi pogodbo iz Obrazca 8. Potrjujemo, da brez sklenitve te pogodbe tudi ni sklenjeno pogodbeno razmerje na podlagi dokumentov iz posredovane ponudbe, ki sicer predstavljajo naše pogoje za izvedbo pogodbenih obveznosti. Potrjujemo, da le sklenitev in veljavnost navedene pogodbe po vzorcu naročnika in potrditev naših pogojev iz ponudbe predstavljajo celovito ureditev pogodbenega razmerja, ki je predmet tega javnega naročila.
- *submitting a binding tender in the contract award procedure entails a commitment to sign the contract set out in Form 8. We confirm that failure to conclude this contract would mean that no contractual relationship has been concluded on the basis of the documents in the submitted tender, which otherwise constitutes a prerequisite for our performance of the contractual obligations. We confirm that only the conclusion and validity of the aforementioned contract according to the contracting authority's sample and the confirmation of our terms and conditions referred to in the tender constitute the complete arrangement of the contractual relations that are the subject of this public service contract.*

Naročniku s tem v zvezi priznavamo pravico preveriti resničnost podatkov in verodostojnost kopij dokumentov po 4. alineji prejšnjega odstavka.

In this connection we recognise the contracting authority's right to verify the veracity of information and the authenticity of copies of documents pursuant to the fourth indent of the previous paragraph.

Za podatke v ponudbi, za njihovo resničnost in ustreznost prevzemamo polno odgovornost.

We assume full liability for the information in our tender, and the veracity and relevance thereof.

NAVODILO: Ponudnikova odgovorna oseba obrazec izpolni, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

INSTRUCTIONS: The form should be completed by the tenderer's responsible person; a form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

Obrazec 4: POOBLASTILO ZA PRIDOBITEV PODATKOV IZ URADNIH EVIDENC

Za namen preverjanja razloga za izključitev ponudbe daje gospodarski subjekt naročniku pooblastilo, da pridobi vse potrebne informacije za preverjanje izpolnjevanja spodaj navedenih razlogov za izključitev pri pristojnih organih iz ustreznih evidenc:

1. Gospodarskemu subjektu (ponudnik, skupni ponudnik, podizvajalec ali subjekt, na katerega zmogljivosti se ponudnik sklicuje) 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, ni bila izrečena pravnomočna sodba za kazniva dejanja, navedena v prvem odstavku 75. člena ZJN-3 ali pravnomočna obsodba za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča;

- o fizični osebi / o zakonitem zastopniku gospodarskega subjekta – pravne osebe:

Ime in priimek	
EMŠO oz. datum rojstva (tuji državljan)	

- o gospodarskem subjektu:

Podjetje	
Sedež	
Matična številka	

- ☐ (slovenski gospodarski subjekt) od Ministrstva za pravosodje,
☐ (tuji gospodarski subjekt) od _____, uradni naslov organa _____
ALI
☐ že predloženo k ponudbi

(ustrezno označi oziroma izpolni eno od zgornjih možnosti);

Kraj in datum

Podpis osebe

NAVODILO: Ta del obrazca podpiše vsaka oseba ponudnika, skupnega ponudnika, podizvajalca in subjekta, na katerega zmogljivosti se ponudnik sklicuje, ki je članica upravnega, vodstvenega ali nadzornega organa gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje (podpis pogodbe) ali odločanje ali nadzor v njem, obrazec izpolni, datira in podpiše. Ponudnikova odgovorna oseba v elektronsko oddani ponudbi predloži skenirane obrazce z zahtevanimi podpisi. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu. Tuji ponudnik praviloma predloži zahtevana dokazila.

2. na dan oddaje ponudbe ali prijave, v skladu s predpisi države, v kateri ima sedež ali predpisi države naročnika, nima 50 € ali več neplačanih zapadlih obveznosti v zvezi z obveznimi dajatvami ali drugimi denarnimi nedavčnimi obveznostmi v skladu z zakonom, ki ureja finančno upravo;

- ☐ (slovenski gospodarski subjekt) od Ministrstva za finance,
☐ (tuji gospodarski subjekt) od _____, uradni naslov organa _____ ALI
☐ že predloženo k ponudbi

(ustrezno označi oziroma izpolni eno od zgornjih možnosti);

3. ima na dan oddaje ponudbe ali prijave predložene vse obračune davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do dne oddaje ponudbe ali prijave;

- ☐ (slovenski gospodarski subjekt) od Ministrstva za finance,
☐ (tuji gospodarski subjekt) od _____, uradni naslov organa _____ ALI
☐ že predloženo k ponudbi

(ustrezno označi oziroma izpolni eno od zgornjih možnosti);

4. gospodarski subjekt na dan, ko poteče rok za oddajo ponudb ali prijav, ni uvrščen v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja iz 110. člena ZJN-3;

- ☐ (slovenski in tuji gospodarski subjekt) vpogled v evidenco negativnih referenc

(potrditev ustrezno označi);

5. pristojni organ Republike Slovenije ali druge države članice ali tretje države pri gospodarskemu subjektu v zadnjih treh letih pred potekom roka za oddajo ponudb ni ugotovil najmanj dveh kršitev v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno, za kateri bi mu bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

- ☐ (slovenski gospodarski subjekt) od Ministrstva za pravosodje,
☐ (tuji gospodarski subjekt) od _____, uradni naslov organa _____ ALI
☐ že predloženo k ponudbi

(ustrezno označi oziroma izpolni eno od zgornjih možnosti).

Podatki:

- o gospodarskem subjektu:

Podjetje	
Sedež	
Matična številka	

Kraj in datum

Podpis zakonitega zastopnika

POPRAVNI MEHANIZEM ZA RAZLOGE ZA IZKLJUČITEV

Naročnik gospodarskega subjekta v zvezi z razlogom za izključitev iz II. in III. točke ne bo izključil, če bo gospodarski subjekt do roka za oddajo ponudb poravnal neplačane zapadle obveznosti, ki znašajo 50 eurov ali več in predložil vse obračune davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih pet let do roka za oddajo ponudbe.

Za razloge za izključitev iz I., IV., V., točke velja, da lahko gospodarski subjekt, ki je v teh položajih, najkasneje do roka za oddajo ponudb naročniku predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju razlogov za izključitev. Za zadostne ukrepe šteje plačilo ali zaveza plačati nadomestilo za vso škodo, povzročeno s kaznivim dejanjem ali kršitvijo, aktivno sodelovanje s preiskovalnimi organi za celotno razjasnitev dejstev in okoliščin ter sprejetje konkretnih tehničnih, organizacijskih in kadrovskih ukrepov, ustreznih za preprečitev nadaljnjih kaznivih dejanj ali kršitev. Pri ocenjevanju ukrepov, ki jih sprejme gospodarski subjekt, naročnik upošteva resnost in posebne okoliščine kaznivega dejanja ali kršitve. Če naročnik oceni, da dokazi, ki jih je predložil gospodarski subjekt, zadoščajo, gospodarskega subjekta ne glede na razloge za izključitev ne izključi iz postopka javnega naročanja. Če bo naročnik ocenil, da ukrepi ne zadoščajo, bo gospodarskemu subjektu poslal utemeljitev takšne odločitve.

POMEMBNO OPOZORILO:

Naročnik bo pred izdajo sklepa o oddaji javnega naročila od ponudnika zahteval (če jih ne bo mogel brezplačno pridobiti sam), da predloži najnovejša dokazila (potrdila, izjave) kot dokaz neobstoja razlogov za izključitev in pogojev za sodelovanje, zato je priporočljivo, da ponudnik že k ponudbi predloži vsa zahtevana dokazila. Če država članica ali tretja država dokazil ne izdaja ali če ti ne zajemajo vseh primerov, jih ponudnik nadomesti 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.

NAVODILO: Drugi del obrazca izpolnijo in podpišejo zakoniti zastopnik ponudnika, skupnega ponudnika, podizvajalca in subjekta, na katerega zmogljivosti se ponudnik sklicuje. Ponudnikova odgovorna oseba v elektronsko oddani ponudbi priloži skeniran obrazec z zahtevanim podpisom, ki je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

Form 4: AUTHORISATION TO OBTAIN DATA FROM OFFICIAL RECORDS

For the purposes of examining any grounds for exclusion of the tender, the economic operator grants the contracting authority an authorisation to obtain all necessary information from competent authorities' relevant records for testing any of the grounds for exclusion stated below:

- 1. No final judgment for any of the criminal offences cited in the first paragraph of Article 75 of the ZJN-3, or final judgment for any comparable criminal offence imposed by a foreign court, has been imposed on the economic operator (tenderer, joint tenderer, subcontractor, or entity whose capacity the tenderer is relying on), or on a person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation, decision or control therein;*

- about a natural person / about the statutory representative of an economic operator (legal person):

<i>First name and surname</i>	
<i>EMŠO (personal identification number) or date of birth (foreign national)</i>	

- about an economic operator:

<i>Business name</i>	
<i>Registered office</i>	
<i>Registration number</i>	

- ☐ (Slovenian economic operator) from the Ministry of Justice,
☐ (foreign economic operator) from _____, official address of body _____
OR
☐ already attached to tender

(indicate as appropriate or complete one of the above options);

Place and date

Signature of person

INSTRUCTIONS: *This part of the form should be completed, dated and signed by each person who is a member of the administrative, management or supervisory body of an economic operator that is the tenderer, a joint tenderer, a subcontractor, or an entity whose capacity the tenderer is relying on, or who has powers of representation (contract signing), decision or control therein. The authorised person of the tenderer attaches the scanned forms with the required signatures to the electronically submitted tender. A secure digital signature with qualified certification is equivalent to a physical signature. Foreign tenderers shall submit the required evidence as a rule.*

2. *as at the date of the submission of the tender or request, in accordance with the regulations of the country of establishment or those of the contracting authority's country, it has no outstanding past-due liabilities in the amount of EUR 50 or more in connection with mandatory taxes or other non-tax monetary liabilities in accordance with the law governing financial administration;*

- ☐ *(Slovenian economic operator) from the Ministry of Finance,*
☐ *(foreign economic operator) from _____, official address of body _____ OR*
☐ *already attached to tender*

(indicate as appropriate or complete one of the above options);

3. *as at the date of the submission of the tender or request, all withholding tax returns for employment earnings for the period of five years to the date of the submission of the tender or request have been submitted;*

- ☐ *(Slovenian economic operator) from the Ministry of Finance,*
☐ *(foreign economic operator) from _____, official address of body _____ OR*
☐ *already attached to tender*

(indicate as appropriate or complete one of the above options);

4. *as at the deadline for submission of tenders or requests, the economic operator has not been included in the register of economic operators subject to ancillary penalties of exclusion from contract award procedures under Article 110 of the ZJN-3;*

- ☐ *(Slovenian or foreign economic operator) a check of the register of negative references*

(confirm as appropriate);

5. *a fine has not been imposed on the economic operator two or more times during the three years prior to the deadline for submission of tenders by virtue of a final decision or multiple final decisions rendered by a competent authority of the Republic of Slovenia, another Member State or a third country for a breach in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.*

- ☐ *(Slovenian economic operator) from the Ministry of Justice,*
☐ *(foreign economic operator) from _____, official address of body _____ OR*
☐ *already attached to tender*

(indicate as appropriate or complete one of the above options).

Information:

- about an economic operator:

<i>Business name</i>	
<i>Registered office</i>	
<i>Registration number</i>	

Place and date

*Statutory representative's
signature*

REMEDY MECHANISM FOR REASONS FOR EXCLUSION

The client of the economic entity in relation to the reason for exclusion from II. and III. the point will not be excluded if the business entity settles unpaid overdue obligations amounting to 50 euros or more by the deadline for submitting bids and submits all tax deductions for income from the employment relationship for the period of the last five years by the deadline for submitting bids.

For the reasons for exclusion from I., IV., V., points, the economic entity that is in these positions can submit evidence to the contracting authority, no later than the deadline for submission of bids, that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion. Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the full clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the contracting authority takes into account the seriousness and special circumstances of the criminal act or violation. If the contracting authority considers that the evidence submitted by the economic entity is sufficient, it shall not exclude the economic entity from the public procurement procedure, regardless of the reasons for exclusion. If the contracting authority assesses that the measures are insufficient, he will send the economic entity the justification for such a decision.

IMPORTANT WARNING:

Before issuing a decision on the award of a public contract, the client will require the provider (if he cannot obtain them free of charge himself) to submit the most recent evidence (certificates, statements) as proof of the absence of reasons for exclusion and conditions for participation, therefore it is recommended that the provider already submit all required supporting documents to the offer. If a member state or a third country does not issue proof or if these do not cover all cases, the provider shall replace them with a sworn statement, or if this is not provided for in a member state or a third country, with a statement of a specific person given before a competent judicial or administrative authority, a notary public or before a competent professional or trade organization in that person's home country or in the country in which the economic entity is established.

INSTRUCTIONS: *The second part of the form is completed and signed by the legal representative of the tenderer, joint tenderer, subcontractor and the entity whose capabilities the tenderer relies on. In the electronically submitted offer, the provider's responsible person attaches a scanned form with the required signature, which is thus binding for the provider in relation to the client. A secure electronic signature authenticated by a qualified certificate is equivalent to a physical signature.*

Obrazec 5: IZJAVA O UDELEŽBI FIZIČNIH IN PRAVNIH OSEB V LASTNIŠTVU SUBJEKTA

Naročnik je dolžan zaradi transparentnosti posla in preprečitve korupcijskih tveganj skladno s šestim odstavkom 14. člena Zakona o integriteti in preprečevanju korupcije pridobiti izjavo oz. podatke o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika, vključno z udeležbo tihih družbenikov, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe s ponudnikom. To izjavo oz. podatke je naročnik dolžan na njeno zahtevo predložiti Komisiji za preprečevanje korupcije.

Javno naročilo:	
Naročnik	Banka Slovenije Slovenska 35 1000 Ljubljana
Oznaka:	
Ime posla:	
Podatki o subjektu:	
Polno ime oz. naziv:	
Sedež:	
Občina sedeža:	
Matična ali davčna številka podjetja:	

Spodaj podpisani zakoniti zastopnik izjavljam, da so pri lastništvu zgoraj navedenega subjekta udeležene naslednje pravne osebe:

Št.	Naziv	Sedež	Matična ali davčna številka	Delež v %	Posredna udeležba fizične osebe v tej pravni osebi (DA/NE)
1					
2					
3					
4					
...					

Spodaj podpisani zakoniti zastopnik izjavljam, da so pri lastništvu zgoraj navedenega subjekta udeležene naslednje fizične osebe:

Št.	Ime	Priimek	Naslov stalnega ali začasnega bivališča	Delež v %	Posredna udeležba v pravni osebi iz prejšnje razpredelnice (navedi št. ali NE)
1					
2					

3					
4					
....					

Spodaj podpisani zakoniti zastopnik izjavljam, da so z zgoraj navedenim subjektom povezani naslednji gospodarski subjekti, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe¹⁷:

Št.	Naziv	Sedež	Matična ali davčna številka	Delež v %	Povezana z družbo (naziv, naslov, davčna ali matična številka)
1					
2					
3					
4					
...					

Zakoniti zastopnik izjavljam, da sem kot fizične osebe - udeležence v lastništvu ponudnika navedel:

- vsako fizično osebo, ki je posredno ali neposredno imetnik več kakor 5% delnic, oziroma je udeležena z več kot 5% deležem pri ustanovitelskih pravicah, upravljanju ali kapitalu pravne osebe, ali ima obvladujoč položaj pri upravljanju sredstev pravne osebe;
- vsako fizično osebo, ki pravni osebi posredno zagotovi ali zagotavlja sredstva, in ima na tej podlagi možnost nadzorovati, usmerjati ali drugače bistveno vplivati na odločitve uprave ali drugega poslovnega organa pravne osebe pri odločanju o financiranju in poslovanju.

Zakoniti zastopnik s podpisom te izjave jamčim, da v celotni lastniški strukturi ni udeleženih drugih fizičnih ter pravnih oseb in tihih družbenikov, ter gospodarskih subjektov, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe.

Zakoniti zastopnik s podpisom te izjave jamčim za točnost in resničnost podatkov ter se zavedam, da je pogodba v primeru lažne izjave ali neresničnih podatkov o dejstvih v izjavi nična. Zavezujem se, da bom naročnika obvestil o vsaki spremembi posredovanih podatkov v skladu s sklenjeno pogodbo o izvedbi javnega naročila.

V/na _____, dne _____

Ime in priimek:
Podpis in žig:

NAVODILO: Ponudnikov, podizvajalčev zakoniti zastopnik oziroma zakoniti zastopnik skupnega ponudnika in subjekta, na katerega zmogljivosti se ponudnik sklicuje, obrazec izpolni ter podpiše in v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanim podpisom. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

¹⁷ 527. člen ZGD-1.

Form 5: DECLARATION OF THE PARTICIPATION OF NATURAL PERSONS AND LEGAL PERSONS IN THE OWNERSHIP OF THE ECONOMIC OPERATOR

In order to ensure the transparency of the transaction and to prevent corruption risks in accordance with the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act, the contracting authority is required to obtain a declaration or information on the participation of natural persons and legal persons in the ownership of the tenderer, including the participation of silent partners, and on the economic operators that according to the law governing corporations are considered to be affiliates of the tenderer. The contracting authority is required to submit this declaration and information to the Commission for the Prevention of Corruption at the latter's request.

Public contract:	
Contracting authority	Banka Slovenije Slovenska 35 1000 Ljubljana
Ref:	
Project name:	
Information about economic operator:	
Full name or business name:	
Registered office:	
Municipality of registered office:	
Registration number or VAT number:	

I, the undersigned statutory representative, hereby declare that the following legal persons participate in the ownership of the aforementioned economic operator:

	<i>Business name</i>	<i>Registered office</i>	<i>Registration number or VAT number</i>	<i>Participating interest, %</i>	<i>Indirect participation of natural person in this legal person (YES/NO)</i>
<i>1</i>					
<i>2</i>					
<i>3</i>					
<i>4</i>					
<i>...</i>					

I, the undersigned statutory representative, hereby declare that the following natural persons participate in the ownership of the aforementioned economic operator:

	<i>First name</i>	<i>Surname</i>	<i>Domicile or address of temporary residence</i>	<i>Participating interest, %</i>	<i>Indirect participation in legal person under previous table (cite number or NO)</i>
<i>1</i>					
<i>2</i>					

3					
4					
....					

I, the undersigned statutory representative, hereby declare that the following economic operators are considered to be affiliates of the aforementioned economic operator according to the law governing corporations:¹⁸

	<i>Business name</i>	<i>Registered office</i>	<i>Registration number or VAT number</i>	<i>Participating interest, %</i>	<i>Affiliate of firm (business name, address, registration or tax number)</i>
1					
2					
3					
4					
...					

As statutory representative I hereby declare that I have listed the following natural persons as participants in the tenderer's ownership structure:

- *any natural person who directly or indirectly holds more than 5% of the shares or holds more than 5% of the founder's rights, the management or the capital of the legal person, or has a controlling position in the management of the legal person's assets;*
- *any natural person who indirectly provides or backs assets for a legal person, on the basis of which they have the ability to control, guide or otherwise significantly influence the decisions of the management board or any other management body of the legal person regarding financing and operations.*

As statutory representative, by signing this declaration, I guarantee that, in the entire ownership structure, there are no other legal and natural persons, silent partners or economic operators classed as affiliates according to the law governing corporations.

As statutory representative, by signing this declaration, I guarantee the accuracy and correctness of this information, and I am aware that if a false declaration or false information is submitted with regard to the facts, the contract shall be null and void. I undertake to inform the contracting authority of any change to the information submitted in accordance with the signed contract for the public contract.

Done in _____, on _____

First name and surname:

Signature and stamp:

INSTRUCTIONS: *The statutory representative of the tenderer, the subcontractor, the joint tenderer or the entity whose capacity the tenderer is relying on should complete and sign this form, and submit the scanned form with the required signature in the electronically submitted tender. A secure digital signature with qualified certification is equivalent to a physical signature.*

¹⁸ Article 527 of the ZGD-I.

Obrazec 6: IZJAVA O INTEGRITETI POSLOVNIH SUBJEKTOV

Ponudnik / skupni ponudnik / podizvajalec / subjekt, na katerega zmogljivosti se ponudnik sklicuje (naziv in naslov sedeža podjetja):

Z upoštevanjem petega odstavka 35. člena Zakona o integriteti in preprečevanju korupcije (Uradni list RD, št. 69/11 – uradno prečiščeno besedilo s spremembami in dopolnitvami; v nadaljevanju: ZIntPK) izjavljamo, da nismo povezani s funkcionarji, ki v Banki Slovenije opravljajo funkcijo člana Sveta Banke Slovenije, ali po našem vedenju z njihovimi družinskimi člani¹⁹, na način, da bi bil funkcionar ali njegov družinski član:

- udeležen kot poslovodja, član posloводства ali zakoniti zastopnik ali
- neposredno ali preko drugih pravnih oseb v več kot pet odstotnem deležu udeležen pri ustanovitelskih pravicah, upravljanju ali kapitalu.

Zavedamo se posledice, da je pogodba nična, če je sklenjena v nasprotju z določbami 35. člena ZIntPK.

II

Izjavljamo, da niso kršili poklicnih pravil, ki so lahko razlog za izključitev ponudnika iz postopka javnega naročanja v skladu s c) točko šestega odstavka 75. člena ZJN-3 oziroma razlog za odpoved pogodbe zaradi kršitev poklicnih pravil. Seznanjeni smo, da se kot kršitev poklicnih pravil štejejo ravnanja oziroma sum o obstoju teh ravnanj:

- zloraba zaupnih podatkov, vključno s kakršnimikoli osebnimi podatki;
- korupcija, kot jo opredeljuje zakon, ki ureja integriteto in preprečevanje korupcije;
- katerakoli vrsta prevar ali druge vrste škodljivega ravnanja v razmerju do tretjih oseb (poslovnih partnerjev, zaposlenih, strank), ki je ali bi lahko povzročilo večjo škodo (materialno ali nematerialno);
- razlogi za pregon kaznivega dejanja iz prvega odstavka 75. člena ZJN-3;
- druga dejanja, zaradi katerih bi bil naročnik sam izpostavljen prekršku, civilni ali kazenski odgovornosti ali bi zaradi njih utrpel materialno ali nematerialno škodo (z zmanjšanjem ugleda).

V/na _____, dne _____

Zakoniti zastopnik:

NAVODILO: Ponudnikov in podizvajalčev zakoniti zastopnik, zakoniti zastopnik skupnega ponudnika in subjekta, na katerega zmogljivosti se ponudnik sklicuje, obrazec izpolnijo in podpišejo. Ponudnikova odgovorna oseba v elektronsko oddani ponudbi priloži skenirane obrazce z zahtevanimi podpisi, ki so tako zavezujoči za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

¹⁹ Kot družinski član se za namene te izjave štejejo: zakonec, otroci, posvojenci, starši, posvojitelji, bratje, sestre in osebe, ki s funkcionarjem živijo v skupnem gospodinjstvu ali v zunajzakonski skupnosti.

Form 6: DECLARATION OF THE INTEGRITY OF BUSINESS ENTITIES

Tenderer / joint tenderer / subcontractor / entity whose capacities the tenderer is relying on (business name and registered office of undertaking):

Having regard for the fifth paragraph of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No 69/11 [official consolidated version with amendments]; hereinafter: the ZIntPK), we declare that we have no links to any officials who perform the function of member of the Governing Board of Banka Slovenije, or to the best of our knowledge with their family members²⁰ such that an official or their family member:

- *is a senior manager, a member of the senior management, or a statutory representative at the entity; or*
- *participates, directly or through other legal persons, in the entity's founder's rights, its governance or its equity with an interest of more than 5%.*

We are aware of the consequences that the contract would be null and void if concluded in breach of Article 35 of the ZIntPK.

II

We declare that we have not breached any professional rules that would constitute grounds for exclusion of the tenderer from the contract award procedure in accordance with point c) of the sixth paragraph of Article 75 of the ZJN-3, or grounds for termination of contract for a breach of professional rules. We are aware that the following conduct or suspected conduct constitutes a breach of professional rules:

- *abuse of confidential information, including any personal data;*
- *corruption as defined by the law governing integrity and the prevention of corruption;*
- *any kind of fraud or other type of harmful conduct in relation to third parties (business partners, employees, customers) that has caused or could cause major damage (material or non-material);*
- *grounds for the prosecution of a criminal offence referred to in the first paragraph of Article 75 of the ZJN-3;*
- *other acts due to which the contracting authority itself would be exposed to a misdemeanour, or civil or criminal liability, or due to which it would incur material or non-material damage (by damage to reputation).*

Done in _____ on _____

Statutory representative:

INSTRUCTIONS: *This form should be completed and signed by the statutory representatives of the tenderer, joint tenderers, subcontractors and entities whose capacities the tenderer is relying on. The tenderer's responsible person attaches the scanned forms with the required signatures in an electronically submitted tender. These are thereby binding on the tenderer in its relations with the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

²⁰ *For the purposes of this declaration, family members are spouses, children, adopted children, parents, adoptive parents, siblings and persons who share a household or are in an extra-marital relationship with the individual concerned.*

Obrazec 7: ZAHTEVE IN TEHNIČNE SPECIFIKACIJE ZA STORITVE POVEZLJIVOSTI U2A DO ESMIG ZA MAJHEN OBSEG SPOROČIL

V skladu z določbami *Smernice o novi generaciji transevropskega sistema bruto poravnave v realnem času (TARGET)* mora Banka Slovenije (v nadaljevanju: naročnik) vzpostaviti sekundarno povezavo do enotnega vmesnika za dostop do tržnih infrastruktur Eurosistema (v nadaljevanju: **ESMIG**) za zmanjšanje odvisnosti od ponudnika primarne povezave. Sekundarna povezava naročniku omogoča dostop do ESMIG v načinu U2A za izvedbo omejenega števila plačil. Zato celovita rešitev U2A in dostop do ESMIG v načinu A2A nista predmet sekundarne povezave.

Naročnik bo sprejel le ponudbe od ponudnikov, ki so sklenili pogodbo o koncesiji za omrežne storitve za dostop do enotnega vmesnika Evrosistema za dostop do tržnih infrastruktur (v nadaljevanju: koncesijska pogodba) z Eurosistemom, ki ga zastopa Banca d'Italia s sedežem na Via Nazionale, 91, 00184 Rim (v nadaljevanju: **Eurosistem**).

Ponudniki morajo naročniku predložiti predlog za zagotavljanje storitev povezljivosti U2A do ESMIG za majhen obseg sporočil v skladu z zahtevo ESMIG.60770 iz koncesijske pogodbe.

Storitve povezljivosti U2A do ESMIG za majhen obseg sporočil (v nadaljevanju: storitve U2A) morajo naročniku omogočiti varno izmenjavo poslovnih informacij z ESMIG. Ponujena rešitev mora zajemati storitev varnega sporočanja, zagotavljati varno delovanje in varno upravljanje storitve U2A.

Ponujena rešitev (tj. od razmejitvene točke do ESMIG) mora biti na voljo 24 ur na dan in 7 dni na teden z 99,9-odstotno razpoložljivostjo storitev. Vzdrževalna dela, napovedana vsaj 5 dni vnaprej, in morebitni izpadi internetne povezave se ne štejejo za nerazpoložljivost.

Razmejitvena točka, kot je določena v koncesijski pogodbi (oznaka zahteve ESMIG.30280), je v ponudnikovih prostorih.

Ponudnikova storitev U2A mora naročniku omogočiti dostop do platforme ESMIG na podlagi protokola HTTPS. Poleg tega mora storitev naročniku omogočati upravljanje digitalnih potrdil PKI in poverilnic njegovih končnih uporabnikov.

Končnim uporabnikom naročnika, ki se povezujejo z ESMIG v načinu U2A, je treba zagotoviti digitalna potrdila, ki so naložena na fizičnih žetonih USB, ki jih zagotovi ponudnik, ali shranjena na virtualnem žetonu (HSM), ki ga prav tako zagotovi ponudnik. Potrdilo se uporablja za uporabnikovo identifikacijo/avtentifikacijo na platformi ESMIG. Ponudnik mora zagotoviti varnega odjemalca U2A (za odprtje povezave TLS VPN s preходом VPN, ki gostuje v ponudnikovih podatkovnih centrih), ki končnemu uporabniku naročnika omogoča povezavo s spletno platformo ESMIG.

Naročnikove dejavnosti vzpostavljanja morajo temeljiti na ponudnikovem portalu, ki je namenski spletni portal, dostopen prek interneta, ki izvaja elektronski potek dela za dostop do storitve in upravljanje življenjskega cikla storitve. Dejavnosti morajo vključevati:

- registracijo uporabnika
- pridružitve domeni
- upravljanje digitalnih potrdil
- opredelitev operativnih stikov

Vsak naročnikov uporabnik mora biti registriran na ponudnikovem portalu, dodeljeni pa mu morajo biti edinstvena identifikacijska oznaka udeleženca in identifikator(-ji) NetCode. Naročnikovega začetnega uporabnika v vlogi skrbnika uporabnikov mora ustvariti ponudnikov skrbnik v skladu z informacijami, posredovanimi z uradnim pismom o imenovanju.

Količine

Postavke, ki jih je treba zagotoviti, in ocene količin za storitve U2A so navedene na spodnji razpredelnici²¹:

Vrsta postavke	Postavka pogodbe o koncesiji – oznaka ESMIG	Količina BS
Enkratna		
Najmanjši nabor komponent programske in strojne opreme (dostop za majhen obseg sporočil)	D1	1
Registracija Di.Co.A. (dostop za majhen obseg sporočil) – produkcija	D2	1
Digitalna potrdila Pki	A4	50
Registracija Di.Co.A. (dostop za majhne količine) – test	D2 T&T	1
Ponavljajoča		
Uporaba in vzdrževanje minimalnega nabora komponent programske in strojne opreme (dostop za majhen obseg sporočil) – produkcija	E1	1
Služba za podporo strankam (dostop za majhne količine)	E2	1
Digitalna potrdila Pki	B4	50
Uporaba in vzdrževanje minimalnega nabora komponent programske in strojne opreme (dostop za majhen obseg sporočil) – test	E1 T&T	1
Promet		
Produkcijski promet (v MB) prek kanala U2A (dostop za majhen obseg sporočil)	F1	Do 2000
Testni promet (v MB) prek kanala U2A (dostop za majhen obseg sporočil)	F1 T&T	Do 1000

NAVODILO: Odgovorna oseba ponudnika elektronsko posreduje obrazec v informacijskem sistemu, ki velja za datiran in podpisan z dnem oddaje v informacijski sistem ter tako zavezuje za ponudnika v odnosu z naročnikom.

²¹ Seznam postavk temelji na prilogi 1.4 ali koncesijski pogodbi

Form 7: REQUIREMENTS AND TECHNICAL SPECIFICATIONS FOR Low volume U2A ESMIG CONNECTIVITY SERVICES

In accordance with the provisions of the *Guideline on a new-generation Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET)* Bank of Slovenia (hereinafter the »Contracting authority«) has to implement dual connection to Eurosystem Single Market Infrastructure Gateway (hereinafter the “**ESMIG**”) in order to reduce dependency on the primary connection provider. The secondary connection shall enable the Contracting authority to access ESMIG in U2A mode in order to execute limited number of payments. Consequentially, fully fledged U2A solution and access to ESMIG in A2A mode are outside the scope of secondary connection.

The contracting authority will only accept offers from the tenderes, that have entered into "Contract Regarding a Concession for the Provision of Connectivity Services to Access the Eurosystem Single Market Infrastructure Gateway" (hereinafter Concession Contract) with the Eurosystem, represented by Banca d'Italia with registered offices at Via Nazionale, 91, 00184 Roma, (hereinafter the "**Eurosystem**").

Tenders are requested to provide the Contracting authority with a proposal for the provision of U2A Low Volume Connectivity Services to ESMIG in line with requirement ESMIG.60770 of the Concession Contract.

U2A Low Volume Connectivity Services to ESMIG (hereinafter the “U2A Services”) have to allow the Contracting authority to securely exchange business information with the ESMIG. The offered solution have to cover the secure messaging service, ensure the secure operation and secure management of the U2A service.

The offered solution (i.e. from the demarcation point, to ESMIG) has to be available 24 hours a day 7 days a week with Service Level Availability of 99,9 %. Maintenance work announced at least 5 days in advance and potential outages of the internet connection are not considered as unavailability.

The demarcation point as set out in the Concession contract (Req.id ESMIG.30280) shall be at the tenderer’s premises.

Tenderer’s U2A service shall enable the Contracting authority to access the ESMIG Platform based on HTTPS protocol. Besides, the service shall enable Contracting Authority to manage PKI digital certificates and credentials of its end users.

Contracting authority end users connecting to the ESMIG in U2A mode should be provided with a digital certificates loaded on USB physical tokens provided by tenderer or stored on a Virtual Token (HSM) also provided by the tenderer. The certificate is used for user identification/authentication by the ESMIG Platform. The tenderer should provide U2A secure client (to open a TLS VPN connection with the VPN Gateway, hosted at tenderer’s datacentres) to enable the contracting authority end user to connect to the ESMIG web platform.

The contracting authority onboarding activities shall rely on the tenderer’s Portal, which is the dedicated web portal, available over the internet, implementing the electronic workflow to gain access to the service and manage the service lifecycle. Activities should entail:

- User Registration
- Domain Joining
- Certificate Management
- Definition of operational contacts

Each contracting authority user is to be registered in the tenderer’s Portal and assigned with a unique Participant ID and NetCode(s). The contract authority’s initial user with the role of User Administrator

is to be created by tenderer's Administrator, according to the information provided via a formal appointment letter.

Volumes

Items to be provided and volume estimations for U2A services are set out in the table below²²:

Item type	Item of concession contract - ESMIG code	BS Quantity
One off		
Minimum set of software and hardware components (Low Volume access)	D1	1
Di.Co.A.'s registration (Low Volume access) - production	D2	1
Pki certificates	A4	50
Di.Co.A.'s registration (Low Volume access) - test	D2 T&T	1
Recurring		
Utilisation and maintenance of a minimum set of software and hardware components (Low Volume access) - production	E1	1
Customer support service (Low Volume access)	E2	1
Pki certificates	B4	50
Utilisation and maintenance of a minimum set of Software and hardware components (Low Volume access) - test	E1 T&T	1
Traffic		
Production traffic (in MB) via the U2A channel (Low Volume access)	F1	Up to 2000
Test traffic (in MB) via the U2A channel (Low Volume access)	F1 T&T	Up to 1000

INSTRUCTIONS: *The responsible person of the tenderer shall electronically submit the form in the information system, which is considered dated and signed on the day of submission to the information system and thus binding on the tenderer in relation to the contracting authority.*

²² Item list is based on the Attachment 1.4 or the Concession contract

Obrazec 8: VZOREC POGODBE

Oznaka:

Form 8: SAMPLE CONTRACT

Ref:

Banka Slovenije, Slovenska cesta 35, 1505
Ljubljana, Slovenija, ki jo zastopa Andrej Cafuta,
generalni sekretar,
matična št.: 5023912,
ID za DDV: SI92582087,
poravnavni račun: SI56 0100 0000 0100 090
(v nadaljevanju: Banka Slovenije ali naročnik),

Banka Slovenije, of Slovenska cesta 35,
1505 Ljubljana, Slovenia, represented by Andrej
Cafuta, its secretary-general,
registration number: 5023912,
VAT ID number: SI92582087,
settlement account: SI56 0100 0000 0100 090
(hereinafter: Banka Slovenije or the contracting
authority),

in

and

_____,
_____,
ki ga zastopa _____,
matična št.: _____,
ID za DDV: _____,
tekoči račun: _____
_____ pri banki

_____,
_____,
represented by _____,
registration number: _____,
VAT ID number: _____,
current account:
_____ held at

(v nadaljevanju: ponudnik ali izvajalec),

(hereinafter: the tenderer or contractor),

POGODBA
ŠT. 13/30.40/2023 O
STORITVE POVEZLJIVOSTI U2A DO
ESMIG ZA MAJHEN OBSEG PLAČIL²³

CONTRACT
No. 13/30.40/2023 O
LOW-VOLUME U2A ESMIG CONNECTIVITY
SERVICES²⁶

I. UVOD

1. člen

Pogodbeni stranki ugotavljata da:

- je naročnik izvedel odprti postopek v skladu s 40. členom Zakona o javnem naročanju (ZJN-3) in dokumentacijo javnega naročila »STORITVE POVEZLJIVOSTI U2A DO ESMIG ZA MAJHEN OBSEG PLAČIL« (v nadaljevanju: **javno naročilo**) objavil na Portalu javnih naročil dne _____,
- se je izvajalec s svojo ponudbo z dne _____, oznaka: _____, odzval na posredovano dokumentacijo javnega naročila iz prejšnje alineje v, ALI
- sta/so se skupna/skupni ponudnika/ponudniki nazivi in naslovi izvajalcev (v nadaljevanju: izvajalec ali skupna ponudnika) s skupno ponudbo z dne _____, odzvala/odzvali na objavo

I. RECITALS

Article 1

The contracting parties hereby establish that:

- the contracting authority carried out an open procedure in accordance with Article 40 of the Public Procurement Act (ZJN-3), and published the procurement documents for "LOW-VOLUME U2A ESMIG CONNECTIVITY SERVICES" (hereinafter: the **public service contract**) on the Public Procurement Portal on _____,
- the contractor responded to the procurement documents referred to in the previous indent with its tender of _____ referenced _____, OR
- the joint tenderers (business names and registered offices of contractors) (hereinafter: the contractor or joint tenderers) responded to the publication of the contract notice referred to in the

javnega naročila iz prejšnje alineje v, IN/ALI

- da je izvajalec oddal ponudbo s podizvajalcem/podizvajalci z dne _____, in sicer nazivi in naslovi podizvajalca/podizvajalcev,
- je Banka Slovenije izbrala izvajalca s sklepom št. _____;
- sta dokumentacija javnega naročila (Priloga 1) in vsa dokumentacija, ki jo je izvajalec dostavil Banki Slovenije v skladu s pogoji iz Priloge 1 kot svojo ponudbo, vključno s pogoji izvajalca za to storitev (Priloga 2) z oznako z dne _____, dva sestavna dela te pogodbe in sicer **Priloga 1 in Priloga 2.**

previous indent with their joint tender of _____, AND/OR

- the contractor submitted a tender with a subcontractor/subcontractors of _____, (business names and registered offices of subcontractor(s)),
- Banka Slovenije selected the contractor by virtue of decision number _____;
- the procurement documents (Appendix 1) and all the documentation that the contractor submitted to Banka Slovenije in accordance with the terms and conditions set out in Appendix 1 as its tender, including the tenderer's terms and conditions for these services (Appendix 2) with a reference dated _____, are both integral parts of this contract, namely **Appendix 1 and Appendix 2.**

Izvajalec potrjuje, da je v celoti seznanjen z razpisnimi specifikacijami in dokumentacijo v zvezi z javnim naročilom ter jih v celoti sprejema.

The contractor confirms that it has been fully acquainted with the procurement documents and with the terms and conditions of the public service contract, and accepts them in their entirety.

V primeru neskladja med to pogodbo in njenimi prilogami (vključno s splošnimi pogoji in pogoji izvajalca) veljajo določila te pogodbe. V primeru neskladja med prilogami veljajo pogodbena določila Priloge 2. Ta pogodba se šteje kot krovna pogodba, ki ureja izvajanje storitev po tej pogodbi. Določbe morebitnih dodatnih pogodb po vzorcu izvajalca o izvajanju istih storitev, splošnih pogojev oziroma posameznih naročil, so del te pogodbe (del Priloge 2) in se uporabljajo za izvedbo določb te pogodbe ali če ta pogodba posameznega vprašanja ne ureja: *(naslednji dokumenti štejejo za splošne pogoje izvajalca²⁴a)*: (v nadaljevanju: **splošni pogoji izvajalca ali pogodba iz Priloge 2**).

*In the event of a discrepancy between this contract and its appendices (including the general terms and conditions of the contractor), the provisions of this contract shall take precedence. In the event of a discrepancy between the appendices, the contractual provisions of Appendix 2 shall take precedence. This contract constitutes an umbrella contract that regulates the provision of services hereunder. The provisions of any additional contracts according to the contractor's sample for the provision of the same services, the general terms and conditions and individual orders are a part of this contract (part of Appendix 2), and shall apply to the performance of this contract or where this contract does not regulate a specific issue: (the following documents constitute the contractor's general terms and conditions).²⁷ (hereinafter: **the contractor's general terms and conditions, or the agreement under Appendix 2**).*

²³ Pogodba bo dopolnjena z vsebino za skupno ponudbo oziroma ponudbo s podizvajalci, če bo izbrana skupna ponudba oziroma ponudba s podizvajalci.

²⁶ The contract will be supplemented with content for a joint tender or a tender with subcontractors if a joint tender or a tender with subcontractors is selected.

²⁴ Dokumenti, ki sestavljajo splošne pogoje se navedejo pred podpisom pogodbe.

²⁷ The documents that constitute the general terms and conditions will be cited before the signing of the contract.

Splošni pogoji izvajalca oziroma dokumenti, ki so naštetí so veljavni samo v primeru, če je sklenjena tudi ta pogodba. Le ta pogodba in vsi zgoraj naštetí dokumenti splošnih pogojev izvajalca predstavljajo celovito ureditev pogodbenega razmerja, ki je predmet te pogodbe. Z oddajo zavezujoče ponudbe v postopku oddaje javnega naročila se je izvajalec zavezal podpisati tudi to pogodbo.

The contractor's general terms and conditions and the listed documents shall only enter into force if this contract has also been concluded. Only this contract and all the documents of the contractor's general terms and conditions listed above constitute the complete arrangement of the contractual relationship that is the subject of this contract. By submitting a binding tender in the contract award procedure, the contractor made a commitment to also sign this contract.

V primeru nasprotij med pogodbenimi določbami v slovenskem in angleškem jeziku se upošteva angleška verzija dokumentacije in pogodbe.

In the event of any discrepancy between the contractual provisions in the Slovene and English versions, the English version of the documentation and the contract shall take precedence.

II. PREDMET POGODBE

2. člen

Izvajalec zagotovi povezljivost do ESMIG (v skladu s pogodbo o koncesiji za omrežne storitve za dostop do enotnega vmesnika Evrosistema za dostop do tržnih infrastruktur (v nadaljevanju: koncesijska pogodba), v skladu z zahtevami in specifikacijami iz Obrazca 7 in v skladu s svojimi splošnimi pogoji in Dogovorom o storitvah povezljivosti do ESMIG (v nadaljevanju: Dogovor) Priloge 2. Naročnik v skladu s to pogodbo plača izvajalcu dogovorjeno pogodbeno ceno za izvedbo tega javnega naročila.

II. SUBJECT OF CONTRACT

Article 2

The contractor undertakes to provide ESMIG connectivity services (in accordance with the Contract Regarding a Concession for the Provision of Connectivity Services to Access the Eurosystem Single Market Infrastructure Gateway (hereinafter: the concession contract)), in accordance with the requirements and specifications set out in Form 7 and in accordance with its general terms and conditions and the ESMIG Connectivity Services Agreement (hereinafter: the agreement), which is part of Appendix 2. Under this contract the contracting authority shall pay the agreed price for the performance of this public service contract to the contractor.

Izvajalec bo poskrbel, da zagotavljanje omrežnih storitev za dostop do ESMIG ki so v okviru koncesijske pogodbe, v celoti delujejo v skladu s splošnimi pogoji izvajalca in da v vsakem trenutku izpolnjuje zahteve, določene v koncesijski pogodbi.

The contractor undertakes to ensure that the provision of ESMIG connectivity services within the framework of the concession contract functions in accordance with the contractor's general terms and conditions, and meets the requirements set out by the concession contract at all times.

III. ČAS TRAJANJA POGODBE IN ROKI

3. člen

Pogodba začne veljati s podpisom obeh pogodbenih strank in velja za obdobje osmih (8) let oziroma do prenehanja veljavnosti Koncesijske pogodbe. Avtomatska obnova te pogodbe ni mogoča.

III. DURATION OF CONTRACT AND DEADLINES

Article 3

*This contract shall enter into force once signed by the two contracting parties, and is valid for a period of **eight (8) years**, or until the termination of the concession contract. No automatic renewal of this contract is possible.*

Končni rok za dobavo, sestavo in namestitvev tehnične opreme za dostop do ESMIG na lokaciji Banke Slovenije ter za dostavo spremljajoče tehnične in lastniške dokumentacije na lokacijo Banke Slovenije je 30 dni od začetka veljavnosti pogodbe. Pogodbenici se strinjata, da roka ni mogoče podaljšati, razen v primeru višje sile in/ali iz razlogov, na katere ponudnik ne more vplivati.

IV. CENA

4. člen

Cena storitev ne sme presegati cen, kot so določene na Obrazcu 9: Predračun, ki je del Priloge 2 te pogodbe.

Izvajalec izdani račun pošlje v brezpapirni obliki na elektronski naslov: eracuni@bsi.si (e-račun v xml obliki, skupaj s prilogami v PDF obliki).

V. PRENEHANJE POGODBE

5. člen

Ta pogodba preneha takoj po prenehanju koncesijske pogodbe ali Dogovora iz Priloge 2.

Ne glede na prvi odstavek izvajalec izrecno soglaša, da se kot kršitev pogodbe, zaradi katere je mogoče odstopiti od te pogodbe in Dogovora iz Priloge 2, razumejo tudi kršitve poklicnih pravil, vključno z:

- a) zlorabo zaupnih podatkov, vključno s kakršnimikoli osebnimi podatki;
- b) korupcijo, kot jo opredeljuje zakon, ki ureja integriteto in preprečevanje korupcije;
- c) katerokoli prevaro ali drugo vrsto škodljivega ravnanja v razmerju do tretjih oseb (poslovnih partnerjev, zaposlenih, strank), ki je ali bi lahko povzročilo večjo škodo (materialno ali nematerialno);
- d) razlogi za pregon kaznivega dejanja iz prvega odstavka 75. člena ZJN-3;
- e) drugimi dejanji, zaradi katerih bi bil naročnik sam izpostavljen prekršku, civilni ali kazenski odgovornosti ali bi zaradi njih utrpel materialno ali nematerialno škodo (z zmanjšanjem ugleda).

The final deadline for the delivery, assembly and installation of technical equipment for access to ESMIG at the location of Banka Slovenije and for the delivery of the accompanying technical and proprietary documentation to the location of Banka Slovenije is 30 days after the entry into force of the contract. The contracting parties agree that the deadline may not be extended, except in case of force majeure and/or for reasons beyond the control of the tenderer.

IV. PRICE

Article 4

The price of the services may not exceed the prices set out in Form 9 (Proforma invoice), which is part of Appendix 2 to this contract.

The contractor shall email the issued invoice in paperless form to eracuni@bsi.si (e-invoice in xml format, with attachments in pdf).

V. TERMINATION OF CONTRACT

Article 5

This contract shall be terminated immediately upon termination of the concession contract or the agreement under Appendix 2.

The first paragraph notwithstanding, the contractor expressly agrees that breaches of professional rules including the following shall be interpreted as breaches of this contract, owing to which withdrawal from this contract and the agreement under Appendix 2 is possible:

- a) *abuse of confidential information, including any personal data;*
- b) *corruption as defined by the law governing integrity and the prevention of corruption;*
- c) *any kind of fraud or other type of harmful conduct in relation to third parties (business partners, employees, customers) that has caused or could cause major damage (material or non-material);*
- d) *grounds for the prosecution of a criminal offence referred to in the first paragraph of Article 75 of the ZJN-3;*
- e) *other acts due to which the contracting authority itself would be exposed to a misdemeanour, or civil or criminal liability, or due to which it would incur material or non-material damage (by damage to reputation).*

Banka Slovenije lahko ne glede na zakonodajo, ki ureja obligacijska razmerja, odstopi od pogodbe in Dogovora iz Priloge 2 v naslednjih primerih:

- a) javno naročilo je bilo med izvajanjem bistveno spremenjeno, kar terja nov postopek javnega naročanja;
- b) v času oddaje javnega naročila je bil izvajalec v enem od položajev, zaradi katerega bi ga moral naročnik izključiti iz postopka za oddajo javnega naročila, vendar naročnik med postopkom za oddajo javnega naročila s tem ni bil seznanjen;
- c) zaradi resnih kršitev obveznosti, določenih v PEU, PDEU in ZJN-3, ter obveznosti, ki jih je Sodišče Evropske unije opredelilo v skladu 258. členom PDEU, javno naročilo ne bi smelo biti oddano izvajalcu.

V primeru prenehanja pogodbe je izvajalec dolžan povrniti naročniku vse preplačane storitve sorazmerno s trajanjem pogodbe.

VI. SOCIALNA KLAUZULA

6. člen

Ta pogodba in Dogovor iz Priloge 2 sta sklenjena pod razveznim pogojem, ki se uresniči, če je naročnik seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti iz drugega odstavka 3. člena ZJN-3 s strani izvajalca pogodbe o izvedbi javnega naročila ali njegovega podizvajalca ali če je naročnik seznanjen, da je pristojni državni organ pri izvajalcu pogodbe ali njegovem podizvajalcu v času izvajanja pogodbe ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno in za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

V primeru seznanitve naročnika s kršitvijo mora ta o tem obvestiti izvajalca v desetih dneh. Izvajalec lahko v roku, ki ga določi naročnik, ki pa ne sme biti daljši kot 15 dni, predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če obstaja

Notwithstanding the law governing obligational relationships, Banka Slovenije may withdraw from this contract and the agreement under Appendix 2 in the following cases:

- a) the public service contract has been materially modified during performance, requiring a new contract award procedure;*
- b) at the time of the awarding of the public service contract the contractor was in one of the positions owing to which the contracting authority should have excluded it from the contract award procedure, but the contracting authority was not aware of this fact during the contract award procedure;*
- c) owing to serious breaches of the obligations set out in the TEU, the TFEU and the ZJN-3, and obligations identified by the Court of Justice of the European Union in accordance with Article 258 of the TFEU, the public service contract should not have been awarded to the contractor.*

In the event of the termination of this contract, the contractor is obliged to reimburse the contracting authority for all overpaid fees on a pro rata basis with regard to the duration of the contract.

VI. SOCIAL CLAUSE

Article 6

This contract and the agreement under Appendix 2 have been concluded under a condition subsequent that comes into effect if the contracting authority is aware that a court has found, by virtue of a final decision, a breach of obligations under the second paragraph of Article 3 of the ZJN-3 by the contractor or its subcontractor, or if the contracting authority is aware that a competent government authority has identified, on the part of the contractor or its subcontractor, during the performance of the contract, breaches in connection with remuneration for work, working time, rest periods, performance of work on the basis of civil-law contracts despite the existence of elements of an employment relationship or in connection with undeclared work, for which a fine for a misdemeanour has been imposed on the contractor by virtue of a final decision or final decisions.

In the event of the contracting authority being aware of a breach, it shall inform the contractor accordingly within ten days. The contractor may, by a deadline set by the contracting authority, which may be no longer than 15 days, submit proof that it has taken sufficient measures that prove its

kršitev pri podizvajalcu, lahko izvajalec v istem roku predloži dokaze, da je podizvajalec sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če izvajalec ni predložil dokazov za podizvajalca ali če jih je, pa naročnik oceni, da ti ukrepi ne zadoščajo, lahko izvajalec zamenja podizvajalca v roku, ki ga določi naročnik in ne sme biti daljši od 15 dni v skladu s 94. členom ZJN-3, ali sam prevzame del, ki ga je oddal v podizvajanje temu podizvajalcu, če ta zamenjava ali prevzem ne pomeni bistvene spremembe pogodbe. Če izvajalec ni predložil dokazov zase ali za podizvajalca ali če jih je, pa naročnik oceni, da ti ukrepi ne zadoščajo, ali če izvajalec ne prevzame del sam ali predlaga novega podizvajalca ali če naročnik v skladu s 94. členom ZJN-3 pravočasno predlaganega novega podizvajalca zavrne, se razvezni pogoj uresniči pod pogojem, da je od seznanitve naročnika s kršitvijo in do izteka veljavnosti pogodbe še najmanj šest mesecev.

reliability despite the existence of the breaches. If a breach is committed by a subcontractor, the contractor may, by the same deadline, submit proof that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breaches. Should the contractor fail to supply proof for the subcontractor, or should it do so but the contracting authority assesses that the measures are insufficient, the contractor may replace the subcontractor by a deadline set by the contracting authority, which may be no longer than 15 days, in accordance with Article 94 of the ZJN-3, or may take over the works that it assigned to the subcontractor itself, as long as replacement or takeover does not entail a significant modification to the contract. Should the contractor fail to supply proof for itself or for a subcontractor, or should it do so but the contracting authority assesses that the measures are insufficient, or should the contractor not take over the works itself or propose a new subcontractor, or should the contracting authority reject a new subcontractor proposed on time in accordance with Article 94 of the ZJN-3, the condition subsequent shall come into effect provided that at least six months remain between the contracting authority learning of the breach and the expiry of the contract.

V primeru izpolnitve razveznega pogoja se šteje, da je pogodba razvezana z dnem sklenitve nove pogodbe o izvedbi javnega naročila, naročnik pa mora nov postopek oddaje javnega naročila začeti nemudoma, vendar najkasneje v 60 dneh od seznanitve s kršitvijo. Če naročnik v tem roku ne začne novega postopka javnega naročila, se šteje, da je pogodba razvezana šestdeseti dan od seznanitve s kršitvijo.

In the event of the condition subsequent being met, this contract shall be deemed to have been rescinded on the day that a new contract for performance of the public contract is concluded. The contracting authority shall then initiate a new contract award procedure without delay, within 60 days of learning of the breach. Should the contracting authority fail to initiate a new contract award procedure by this deadline, the contract shall be deemed to have been rescinded on the sixtieth day after the contracting authority learned of the breach.

VII. PROTİKORUPCIJSKA KLAVZULA

7. člen

Ta pogodba in Dogovor iz Priloge 2 je nična v primeru, če kdo v imenu ali na račun izvajalca, predstavnika, zastopnika ali posrednika naročnika obljubi, ponudi ali da kakšno nedovoljeno korist:

- za pridobitev tega posla ali
- za sklenitev tega posla pod ugodnejšimi pogoji ali
- za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali

VII. ANTI-CORRUPTION CLAUSE

Article 7

This contract and the agreement under Appendix 2 shall be null and void should any person, on behalf or for the account of the contractor, promise, offer or otherwise provide any undue benefit to the contracting authority's representative, statutory representative or agent:

- to obtain this transaction, or
- to conclude this transaction under more favourable terms, or
- to omit due oversight of the performance of contractual obligations, or

- za drugo ravnanje ali opustitev, s katerim je naročniku povzročena škoda, ali je omogočena pridobitev nedovoljene koristi predstavniku, zastopniku ali posredniku naročnika, izvajalcu ali njegovemu predstavniku, zastopniku ali posredniku.

- *to engage in any other act or omission that damages the contracting authority, or provides an undue advantage to the contracting authority's representative, statutory representative or agent, or to the contractor or its representative, statutory representative or agent.*

Izvajalec je zaradi zagotovitve transparentnosti posla in preprečitve korupcijskih tveganj predložil naročniku pisno izjavo oziroma podatke o udeležbi fizičnih in pravnih oseb v lastništvu izvajalca, vključno z udeležbo tihih družbenikov, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe z izvajalcem. Za fizične osebe izjava vsebuje ime in priimek, naslov prebivališča in delež lastništva. Če izvajalec predloži lažno izjavo oziroma da neresnične podatke o navedenih dejstvih, ima to za posledico ničnost pogodbe. Izvajalec mora javiti naročniku spremembo njegovega lastništva najkasneje v roku 5 delovnih dni po spremembi.

In order to ensure the transparency of the transaction and to prevent corruption risks, the contractor has submitted in the tender to the contracting authority a declaration or information on the participation of natural persons and legal persons in the ownership of the contractor, including the participation of silent partners, and on the economic operators that according to the law governing corporations are considered to be affiliates of the contractor. For natural persons, the declaration shall cite the first name and surname, the address of residence and the share of ownership. Should the contractor submit a false declaration or provide inaccurate information regarding the above facts, the contract shall be declared null and void. The contractor shall inform the contracting authority of any change in its ownership within five business days of the change.

VIII. RAZKRITJE POGODBE

8. člen

Izvajalec Banki Slovenije dovoli, da po končanem postopku oddaje javnega naročanja javnosti razkrije vsaj naslednje minimalne dele pogodbe:

- podatke Banke Slovenije (matično številko, ime, naslov sedeža, pošto, kraj ustanovitve);
- predmet pogodbe (vrsto postopka, glavni sklic enotnega besednjaka javnih naročil, sprejetega z Uredbo (ES) št. 2195/2002 Evropskega parlamenta in Sveta z dne 5. novembra 2002 o enotnem besednjaku javnih naročil (CPV), UL L št. 340, z dne 16. 12. 2002, str. 3) s spremenjenim opisom postavke za določen del naročila);
- pogodbo (vrednost pogodbe, vključno z DDV, datum pogodbe, trajanje pogodbe ali kot ena sama dobava, navedbo, ali gre za okvirni sporazum ali ne);
- izvajalca, ki mu je naročilo oddano (ime, naslov sedeža, sedež pošte, kraj sedeža);

VIII. DISCLOSURE OF CONTRACT

Article 8

The contractor hereby permits Banka Slovenije, once the contract award procedure has been completed, to disclose to the public at least the following minimum parts of the contract:

- *information about Banka Slovenije (registration number, business name, registered office, postcode, place of establishment);*
- *the subject of the contract (type of procedure, main reference to the Common Procurement Vocabulary adopted by Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002 on the Common Procurement Vocabulary (CPV) (OJ L 340, 16 December 2002, p. 3), with amended description of the item for a specific part of the public service contract);*
- *information about the contract (contract value, including VAT, date of contract, duration of contract or as one single delivery, indication as to whether it is a framework agreement);*
- *information about the contractor who has been awarded the contract (business name, registered office, postcode, place of establishment);*

– druge obvezne dele pogodbe.

- other mandatory parts of the contract.

IX. OSTALE DOLOČBE

9. člen

Pogodbeni stranki se morata tekoče obveščati o vsaki bistveni spremembi ali okoliščini, ki vpliva ali bi lahko vplivala na izvajanje pogodbe.

Če mora Banka Slovenije izpolniti in podpisati administrativno ali tehnično dokumentacijo za izvajanje te pogodbe, je kontaktna oseba naročnika _____ s podpisom te pogodbe pooblaščen za izpolnitev in podpis potrebne tehnične dokumentacije, ki je tudi kontaktna oseba Banke Slovenije za to pogodbo.

Kontaktna oseba s strani izvajalca je _____.

10. člen

Pogodbeni stranki se zavezujeta, da bosta med izvajanjem te pogodbe, kot tudi po prenehanju njene veljavnosti, varovali vse osebne podatke, poslovne skrivnosti, tajne podatke in druge zaupne podatke /v nadaljevanju: zaupni podatki/ iz te pogodbe ali zaupne podatke, ki so v zvezi s to pogodbo ali se bosta z njimi seznanili med izvajanjem te pogodbe, kot podatke, za katere veljajo pravila o varovanju zaupnih podatkov glede na vrsto posameznega zaupnega podatka in jih ne bosta uporabili zase ali tretje osebe ali posredovali tretjim osebam.

Izvajalec bo zagotovil, da se bodo osebe, ki bodo neposredno izvajale pogodbene obveznosti, pisno obvezale, da morajo varovati zaupnost podatkov ves čas, tudi po prenehanju delovnega razmerja ali drugega pravnega razmerja pri izvajalcu. Izvajalec je odgovoren, če po njegovi krivdi ali krivdi oseb, ki bodo neposredno izvajale dela, pride do nepooblaščen uporabe oziroma razkritja zaupnih podatkov iz te pogodbe.

Izvajalec se zavezuje, da bo vse pogodbene obveze v zvezi z varovanjem zaupnosti pod enakimi pogoji kot veljajo za njega prenesel tudi na vse morebitne podizvajalce.

IX. OTHER PROVISIONS

Article 9

The contracting parties shall inform each other promptly of any material change or circumstance that affects or could affect the performance of the contract.

When Banka Slovenije is required to complete and sign administrative or technical documentation for the performance of this contract, by signing this contract the contact person of the contracting authority _____ is authorised to complete and sign the necessary technical documentation, and is also the contact person of Banka Slovenije for this contract.

The contractor's contact person is _____.

Article 10

The contracting parties undertake, during the performance of this contract and after its expiry, to safeguard all personal data, trade secrets, classified information and other confidential information (hereinafter: confidential information) referred to in this contract, or confidential information that they have learned of in connection with this contract or that they will learn of during the performance of this contract, as information to which the rules for the safeguarding of confidential information apply with regard to the particular type of confidential information, and not to use it for their own purposes or for third parties, or to disclose it to third parties.

The contractor shall ensure that those persons who are to directly perform contractual obligations give a written commitment that they are required to safeguard data confidentiality at all times, even after the termination of their employment or other legal relationship with the contractor. The contractor shall bear liability if the disclosure or unauthorised use of confidential information referred to in this contract occurs, either through its fault or the fault of persons who directly carry out works.

The contractor undertakes to transfer all contractual obligations regarding the protection of confidentiality to all potential subcontractors

under the same conditions that apply to the contractor.

Izvajalec bo naročnika redno obveščal o varnostnih pomanjkljivostih dobavljene programske opreme in mu pravočasno zagotavljal varnostne popravke.

The contractor shall regularly inform the contracting authority about the security deficiencies of the supplied software, and provide it with security fixes in timely manner.

Izvajalec je dolžan naročnika takoj opozoriti na kršitve oziroma varnostne incidente v zvezi z nepooblaščen uporabo oziroma razkritjem osebnih podatkov in ostalih zaupnih podatkov iz te pogodbe in ostalimi varnostnimi incidenti v povezavi s storitvijo.

The contractor shall immediately inform the contracting authority of any breaches of security or security incidents in connection with the unauthorised use or disclosure of personal data and other confidential information referred to in this contract, and of any other security incidents in connection with the services.

Pogodbeni stranki morata vse ostale obveznosti glede varovanja zaupnih podatkov obeh pogodbenih strank izvajati v skladu z Dogovorom iz Priloge 2.

The contracting parties shall perform all other obligations with regard to protection of their confidential information in accordance with the agreement under Appendix 2.

Izvajalec mora pridobiti dovoljenje naročnika za pridobivanje osebnih podatkov tretjih oseb v zvezi z izvrševanjem naročnikovih pravic po sklenjeni pogodbi.

The contractor must obtain the contracting authority's permission to obtain the personal data of third parties in connection with the exercise of the contracting authority's rights under the concluded contract.

Če se bosta pogodbeni stranki med izvajanjem te pogodbe seznanili z osebnimi podatki, je vsaka pogodbeni stranka dolžna varovati in obdelovati te osebne podatke, kot upravljavec v skladu z evropsko (predvsem Splošno uredbo (EU) o varstvu podatkov 2016/679: GDPR) in nacionalno zakonodajo varstva osebnih podatkov. Vsaka pogodbeni stranka mora posamezniku, s čigar osebnimi podatki razpolaga, zagotavljati pravice posameznika v skladu z zakonodajo, ki jo zavezuje. Pogodbeni stranki se strinjata, da ne obdelujeta osebnih podatkov, pridobljenih na podlagi te pogodbe v imenu druge pogodbene stranke in da nobena izmed strank ni pogodbeni obdelovalec druge pogodbene stranke, saj predmet te pogodbe ni obdelava osebnih podatkov. Osebni podatki posameznikov, ki sodelujejo pri izvajanju pogodbe ali so drugače pomembni za izvajanje pogodbe, se med pogodbenima strankama izmenjujejo zato, da lahko posamezna pogodbeni stranka izvede svoje pogodbene obveznosti oziroma uveljavlja svoje pravice po tej pogodbi (torej vsaka pogodbeni stranka obdeluje osebne podatke v svojem imenu). Vsaka pogodbeni stranka obdeluje osebne podatke le na načine, kot so nujno potrebni za izvajanje te pogodbe in jih hrani le toliko časa, kot je nujno potrebno za izvajanje te pogodbe in njeno pravno

Should the contracting parties learn of personal data during the performance of this contract, each contracting party shall be required to safeguard and process that personal data as the controller in accordance with European (in particular Regulation 2016/679, the GDPR) and national legislation governing personal data protection. Each contracting party shall ensure that individuals whose personal data it holds are provided with the rights of data subjects pursuant to the law binding on that contracting party. The contracting parties hereby agree that they do not process personal data obtained on the basis of this contract on behalf of the other contracting party, and that neither contracting party is a contractual processor for the other contracting party, as the processing of personal data is not the subject of this contract. The personal data of individuals who participate in the performance of this contract or are otherwise material to its performance shall be exchanged between the contracting parties such that each contracting party can perform its contractual obligations or exercise its rights under this contract (i.e. each contracting party processes personal data on its own behalf). Each contracting party shall process personal data only in the manner required for the performance of this

varstvo ter jih varuje z ustreznimi tehničnimi in organizacijskimi ukrepi, ki varujejo pred nedovoljeno oziroma nezakonito obdelavo, nenamerno izgubo, uničenjem ali poškodbo. Vsaka pogodbeni stranka poskrbi, da ima zakonito pravno podlago za posredovanje osebnih podatkov posameznika drugi pogodbeni stranki.

contract, shall store it only for such time as is required for the performance of this contract and the legal protection of the contracting party, and shall safeguard it with appropriate technical and organisational measures that protect it against unauthorised or unlawful processing, accidental loss, destruction or damage. Each contracting party shall ensure that they have a lawful legal basis for the dissemination of the personal data of an individual to the other contracting party.

Splošna izjava o varovanju zasebnosti (o varstvu osebnih podatkov) v Banki Slovenije je objavljena na njeni spletni strani na povezavi <https://www.bsi.si/varovanje-zasebnosti>

Banka Slovenije's General Privacy Statement is published on its website at <https://www.bsi.si/en/privacy-protection>.

11. člen²⁵

Skupni ponudniki

Pogodba med skupnimi ponudniki je del **Priloge 2** te pogodbe. Skupna/i ponudnika/i iz 1. člena te pogodbe solidarno in neomejeno odgovarjata/jo naročniku za izpolnitev določil te pogodbe in izvedbo tega javnega naročila.

Article 11²⁸

Joint tenderers

*The contract between joint tenderers is part of **Appendix 2** to this contract. The joint tenderers referred to in Article 1 of this contract shall be jointly and severally liable without limitation to the contracting authority for the performance of this contract and the performance of this public service contract.*

Podizvajalci

Izvajalec je dolžan vsa dela izvršiti sam in s podizvajalcem/a/ci nazivi podizvajalcev, naslov (v nadaljevanju: podizvajalec), ki ga/ju/jih je navedel izvajalec v ponudbi, dani v postopku oddaje javnega naročila.

Subcontractors

The contractor shall execute all works itself and through the subcontractor(s) (business names and addresses of subcontractors) (hereinafter: subcontractor) that it cited in the tender submitted in the contract award procedure.

Izvajalec v celoti odgovarja Banki Slovenije za izpolnitev te pogodbe, ne glede na število podizvajalcev.

The contractor shall be liable to Banka Slovenije for the performance of this contract in full, irrespective of the number of subcontractors.

Izvajalec mora med izvajanjem pogodbenih del Banko Slovenije obveščati o morebitnih spremembah v zvezi s podizvajalci.

During the performance of contracted works, the contractor shall notify Banka Slovenije of any changes in connection with subcontractors.

Zamenjava podizvajalca ali vključitev novega podizvajalca je mogoča le v primeru, če novi podizvajalec izpolnjuje vse pogoje iz te pogodbe, razpisne dokumentacije predmetnega javnega naročila ter zakona in ob predhodnem soglasju Banke Slovenije. V tem primeru mora izvajalec Banki Slovenije najkasneje v 5 dneh po spremembi predložiti:

The replacement of a subcontractor or the inclusion of a new subcontractor shall only be permitted if the new subcontractor meets all the conditions set out in this contract, the procurement documents, and the law, subject to the prior consent of Banka Slovenije. In this event the contractor shall submit the following to Banka Slovenije within five days of the change:

- navedbo novega podizvajalca ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,

- *the identity of the new subcontractor, and every part of the public contract that it intends to subcontract,*

²⁵ Če bo izbrana ponudba brez skupnih ponudnikov in podizvajalcev, se ta člen briše.

²⁸ *If the selected tender does not include joint tenderers or subcontractors, this article will be deleted.*

- navedbo kontaktnih podatkov in zakonitih zastopnikov predlaganih novih podizvajalcev,
 - izpolnjene ESPD obrazce teh novih podizvajalcev v skladu z 79. členom ZJN-3, obrazce, ki se zahtevajo po **Prilogi 1** oziroma podatke in dokumente iz drugega odstavka 94. člena ZJN-3,
 - zahtevo novega podizvajalca za neposredno plačilo, če novi podizvajalec to zahteva,
 - svojo pisno izjavo in pisno izjavo zamenjanega podizvajalca, da je ta podizvajalec prejel plačilo za izvedene pogodbene obveznosti in da sta mu Banka Slovenije in izvajalec plačala vse nesporne terjatve,
 - drugo, kar zahteva Banka Slovenije v konkretnem primeru.
- *the contact details and the statutory representatives of the proposed new subcontractors,*
 - *completed ESPDs for the new subcontractors in accordance with Article 79 of the ZJN-3, and the forms required under **Appendix 1** or the information and documents set out in the second paragraph of Article 94 of the ZJN-3,*
 - *the new subcontractor's request for direct payment, where applicable,*
 - *its own written declaration and the written declaration of the replaced subcontractor that the aforementioned subcontractor has received payment for the contractual obligations performed, and that Banka Slovenije and the contractor have settled all undisputed receivables,*
 - *anything else required by Banka Slovenije in the specific case.*

Pogodbeni stranki skleneta v primeru zamenjave podizvajalca aneks k tej pogodbi, v katerem morata posebej urediti položaj podizvajalca v skladu z zakonom.

In the event of the replacement of a subcontractor, the contracting parties shall conclude an annex to this contract that specifically regulates the subcontractor's position in accordance with the law.

Če je izvajalec v ponudbi predložil izjavo podizvajalca, da zahteva s strani naročnika neposredno plačilo podizvajalčeve terjatve do izvajalca, izvajalec pooblašča Banko Slovenije s to pogodbo, da na podlagi potrjenega računa s strani izvajalca neposredno plačuje podizvajalcu.

If the contractor submitted a declaration by a subcontractor requesting direct payment of the subcontractor's receivables from the contractor by the contracting authority, by virtue of this contract the contractor authorises Banka Slovenije to make direct payments to the subcontractor based on an invoice confirmed by the contractor.

Če izvajalec v ponudbi ni predložil izjave podizvajalca, da ta zahteva neposredno plačilo podizvajalčeve terjatve do izvajalca mora izvajalec Banki Slovenije najpozneje v 60 dneh od plačila računa posredovati svojo pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedene storitve po tej pogodbi, sicer bo Banka Slovenije vložila predlog za uvedbo postopka v skladu s sedmim odstavkom 94. člena ZJN-3.

If in the tender the contractor did not submit a declaration that the subcontractor requires direct payment of its receivables from the contractor, the contractor shall, within 60 days of the payment of the invoice, send Banka Slovenije its written declaration and a written declaration by the subcontractor indicating that the subcontractor has received payment for the services provided under this contract; otherwise Banka Slovenije shall file a motion to initiate proceedings under the seventh paragraph of Article 94 of the ZJN-3.

12. člen

Ta pogodba je sestavljena v angleškem in slovenskem jeziku v dveh izvodih, od katerih vsaka pogodbeni stranka prejme po enega.

Article 12

This contract is drawn up in English and Slovene in two copies, with each contracting party receiving one copy.

Ta pogodba se sklene in velja, ko jo podpišeta obe pogodbeni stranki.

This contract shall be concluded and shall enter into force once it has been signed by both contracting parties.

Pogodba velja, kot je določeno v 3. členu te pogodbe.

This contract shall apply as set out in Article 3 of this contract.

13. člen

To pogodbo ureja pravo, ki ga določajo določbe izvajalčevih splošnih pogojev. Vse spore bosta pogodbeni stranki reševali v skladu s splošnimi pogoji izvajalca.

Article 13

This contract shall be governed by the law as referenced in the contractor's general terms and conditions. Any disputes shall be resolved by the contracting parties in accordance with the contractor's general terms and conditions.

14. člen

Naslednje priloge so sestavni del te pogodbe:

Article 14

The following appendices are integral parts of this contract:

Priloga 1: Dokumentacija v zvezi z javnim naročilom

Appendix 1: Procurement documents

Priloga 2: Ponudbena dokumentacija, vključno s splošnimi pogoji ponudnika

Appendix 2: Tender documentation, including the tenderer's general terms and conditions

Priloga 3: Prezemni zapisnik za implementacijo storitve povezljivosti U2A do ESMIG za majhen obseg sporočil.

Appendix 3: Handover record for the implementation of low-volume U2A ESMIG connectivity services

IZVAJALEC / *CONTRACTOR*:

NAROČNIK / *CONTRACTING AUTHORITY*:

Naziv izvajalca / *Business name of contractor*:

BANKA SLOVENIJE

Ime Priimek / *First name and surname*:

Ime Priimek / *First name and surname*:

Naziv / *Title*:

Generalni sekretar / *Secretary-General*

Podpis / *Signature*

Podpis / *Signature*

Datum / *Date*

Datum / *Date*

NAVODILO: Ponudnikova odgovorna oseba vzorec pogodbe potrdi z oddajo obrazca. Elektronsko oddani obrazec v informacijskem sistemu šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

INSTRUCTIONS: The sample contract is confirmed by the responsible person of the tenderer by submission of the form. A form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

Priloga 3 k pogodbi: Primopredajni zapisnik

Prevzemni zapisnik za implementacijo storitve povezljivosti U2A do ESMIG za majhen obseg sporočil.

1. Osnovni podatki

Predmet primopredaje:

Metoda primopredaje:

Naročnik: Banka Slovenije, Slovenska 35, 1505 Ljubljana

Izvajalec:

2. Komisija za primopredajo pogodbenih obveznosti

Za naročnika: _____

Za izvajalca: _____

3. Ugotovitve in roki:

4. Pomanjkljivosti (ne sme biti pri primopredaji):

5. Predana dokumentacija:

6. Zaključki:

Primopredaja (obkroži): **USPEŠNA** **NI USPEŠNA**

Za naročnika: _____

Za izvajalca: _____

Datum: _____

NAVODILO: Ponudnikova odgovorna oseba obrazec potrdi z oddajo obrazca. Elektronsko oddani obrazec v informacijskem sistemu šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

Appendix 3 to the contract: Handover record

Handover record for the implementation of low-volume U2A ESMIG connectivity services

7. Basic information

Subject of handover:

Method of handover:

Contracting authority: Banka Slovenije, Slovenska 35, 1505 Ljubljana

Contractor:

8. Committee for the handover of contractual obligations:

On behalf of the contracting authority: _____

On behalf of the contractor: _____

9. Findings and deadlines:

10. Deficiencies (no deficiencies allowed during handover):

11. Documentation submitted:

12. Conclusions:

Handover (circle as appropriate): **SUCCESSFUL** **NOT SUCCESSFUL**

On behalf of the contracting authority: _____

On behalf of the contractor: _____

Date: _____

INSTRUCTIONS: *The form is confirmed by the responsible person of the tenderer by submission of the form. A form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Obrazec 9: PREDRAČUN

Ponudnik oziroma nosilec ponudbe:

Na podlagi javnega naročila v skladu z odprtim postopkom za storitve povezljivosti U2A do ESMIG za majhen obseg sporočil **Banki Slovenije, Slovenska cesta 35, 1505 Ljubljana (v nadaljnjem besedilu: Banka Slovenije/BS) posredujemo naslednji**

PREDRAČUN

Ponudnik ponuja omrežne storitve za dostop BS do ESMIG na podlagi pogojev iz Obrazca 7: »Zahteve in tehnične specifikacije za povezljivost ESMIG« za celotno obdobje veljavnosti »Pogodbe o storitvah povezljivosti U2A do ESMIG za majhen obseg sporočil« (Obrazec 8) in za naslednjo ceno (v EUR brez DDV):

Razpredelnica 1: Cenik:

Vrsta postavke	Postavka pogodbe o koncesiji – oznaka ESMIG	Količina BS	Skupaj (C=A*B)	Skupaj 8 let (D=C*8)
	A	B	C	D
Enkratna				
Najmanjši nabor komponent programske in strojne opreme (dostop za majhen obseg sporočil)	D1	1		
Registracija Di.Co.A. (dostop za majhen obseg sporočil) – produkcija	D2	1		
Digitalna potrdila Pki	A4	50		
Registracija Di.Co.A. (dostop za majhen obseg sporočil) – test	D2 T&T	1		
Ponavljajoča				
Uporaba in vzdrževanje minimalnega nabora komponent programske in strojne opreme (dostop za majhen obseg sporočil) – produkcija	E1	1		
Služba za podporo strankam (dostop za majhne količine)	E2	1		
Digitalna potrdila Pki	B4	50		
Uporaba in vzdrževanje minimalnega nabora komponent programske in strojne opreme (dostop za majhen obseg sporočil) – test	E1 T&T	1		
Promet				
Produksijski promet (v MB) prek kanala U2A (dostop za majhen obseg sporočil)	F1	Do 2000		
Testni promet (v MB) prek kanala U2A (dostop za majhen obseg sporočil)	F1 T&T	Do 1000		
Skupna cena postavk za obdobje osmih let:				

NAVODILO: Obrazec izpolni ponudnikova odgovorna oseba. Elektronsko oddani obrazec v informacijskem sistemu šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen digitalni podpis s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

Form 9: PROFORMA INVOICE

Tenderer or lead tenderer:

Pursuant to a public contract according to the open procedure referenced with Low volume U2A ESMIG connectivity services, **we hereby submit to Banka Slovenije, of Slovenska cesta 35, 1505 Ljubljana (hereinafter: Banka Slovenije/BS) the following**

PROFORMA INVOICE

Tenderer offers the network services for BS to access ESMIG based on the conditions included in the Form 7: "Requirements and technical specifications for the ESMIG connectivity" for entire duration of the "Contract on the Low Volume U2A ESMIG connectivity services" (Form 8) and for the following price (EUR without VAT):

Table 1: Price sheet:

Item type	Item of concession contract - ESMIG code	BS Quantity	Total (C=A*B)	Total 8 years (D=C*8)
	A	B	C	D
One off				
Minimum set of software and hardware components (Low Volume access)	D1	1		
Di.Co.A.'s registration (Low Volume access) - production	D2	1		
Pki certificates	A4	50		
Di.Co.A.'s registration (Low Volume access) - test	D2 T&T	1		
Recurring				
Utilisation and maintenance of a minimum set of software and hardware components (Low Volume access) - production	E1	1		
Customer support service (Low Volume access)	E2	1		
Pki certificates	B4	50		
Utilisation and maintenance of a minimum set of Software and hardware components (Low Volume access) - test	E1 T&T	1		
Traffic				
Production traffic (in MB) via the U2A channel (Low Volume access)	F1	Up to 2000		
Test traffic (in MB) via the U2A channel (Low Volume access)	F1 T&T	Up to 1000		

Items total price for a period of 8 years:	
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INSTRUCTION: *The form shall be completed by the responsible person of the tenderer. A form submitted electronically into information system is considered dated and signed, and is thus binding on the tenderer vis-à-vis the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Obrazec 10: USPOSOBLJENOST PONUDNIKA

Ponudnik:

IZJAVA

Izjavljamo:

- 1) da imamo zagotovljene ustrezne tehnične in kadrovske kapacitete, pripomočke ter kvalitetno opremo za izvedbo javnega naročila po tej dokumentaciji.
- 2) da imamo zadnje SAS 70 type II poročilo (ali enakovredno poročilo), ki smo ga dolžni vsako leto dostaviti Eurosystemu, kot je opredeljeno v koncesijski pogodbi v točki 10.3 in ga prilagamo k ponudbi.

NAVODILO: Ponudnikova odgovorna oseba obrazec izpolni, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

Form 10: TENDERER'S QUALIFICATIONS

The tenderer:

DECLARATION

We hereby declare:

- 1) that we have the requisite technical and personnel capacities, instruments, and equipment to perform the public service contract in accordance with this documentation;*
- 2) that we have the latest SAS 70 type II report (or an equivalent report), which we are obliged to deliver to the Eurosystem every year, as defined in the concession contract under point 10.3, and we are attaching it to the tender.*

INSTRUCTIONS: *The form should be completed by the tenderer's responsible person; a form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Obrazec 11: ESPD
Form 11: ESPD

Gospodarski subjekt (ponudnik, skupni ponudnik, podizvajalec, subjekt, na katerega zmogljivosti se ponudnik sklicuje) izpolni Enotni evropski dokument za nabavo (ESPD), ki je priložen dokumentaciji javnega naročila. Za bolj podrobne informacije glej Poglavje 7.1. Pojasnila za pogoje, zahteve in dokazila.

The economic operator (tenderer, joint tenderer, subcontractor, entity whose capacities the tenderer is relying on) completes a European Single Procurement Document (ESPD) form, which is attached to the procurement documents. For more detailed information on completing the ESPD, see Section 8.1: Notes on criteria, requirements and supporting documents.

NAVODILO: Ponudnikova odgovorna oseba izpolnjene in podpisane obrazce ESPD predloži k ponudbi elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

INSTRUCTIONS: The completed and signed ESPD forms should be attached to the tender by the tenderer's responsible person; a form submitted electronically into the information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority.