

Public procurement identifier: **430-185/2023**

PUBLIC PROCUREMENT DOCUMENTATION

related to the subject

“Implementing an external evaluation of the Slovenian Research and Innovation Agency operations”

Ljubljana, January 2024

1. Public procurement subject

The Slovenian Research and Innovation Agency, Bleiweisova cesta 30, 1000 Ljubljana (hereinafter: ARIS, the Contracting Authority), in accordance with Article 40 of the Public Procurement Act (ZJN-3), invites all interested tenderers to submit their written tender in accordance with this documentation published on the Public Procurement Portal and in the Official Journal of the EU for the subject *“Implementing an external evaluation of the Slovenian Research and Innovation Agency operations”*.

The subject of the public procurement is an external evaluation of the operations of the Slovenian Research and Innovation Agency in at least six areas of its activity:

1. Scope and relevance of the range of instruments in national and international contexts;
2. Quality and efficiency of individual funding instruments (research projects and stable funding) and monitoring of their results and effects;
3. Suitability of reviewer assignment in the evaluation procedures under consideration;
4. Suitability and effectiveness of the organisational and human resource structure of the ARIS in relation to the scope of the programmes and corresponding tasks, and the relationship between the costs of carrying out the activities and the size of the budget managed by the ARIS, in an international comparative framework;
5. Quality and efficiency of the IT infrastructure as a support system to the implementation of the activities of the ARIS;
6. Suitability of stakeholder involvement and communication with the stakeholders.

The evaluation requires the Contractor to provide the following services and activities divided into the following three phases:

Phase 1: Examination of the actual state and operation of the ARIS in each area.

This phase requires that the Contractor prepare a questionnaire on the areas of activity of the ARIS that are the subject of the external evaluation. The Contractor shall process the obtained replies and, after reconciling any uncertainties, produce a status report on the areas of activity of the ARIS that are the subject of the external evaluation.

Phase 2: Comparative overview of the situation with comparable organisations that finance research and development activities.

The Contractor shall compare the collected data on the actual operations of the ARIS across all areas covered by the evaluation with the operations of comparable RFOs, focusing on human resources,

information technology and the evaluation procedure. The selection of comparable organisations shall be coordinated in advance and approved by the Contracting Authority. This phase concludes with the submission of a document elaborating a comparative analysis of comparable systems in the evaluation subject areas ~ – Comparative overview of the state of **ARIS operation with comparable organisations**.

Phase 3: Evaluation report.

In this phase, the Contractor is required to make recommendations on how to improve the operations of the specific areas being evaluated, and identify areas where the evaluators consider that the ARIS is performing adequately.

This phase, and with it also the external evaluation as a whole, concludes with the submission of an evaluation report. This evaluation report should also specify, for each of the proposed recommendations under the subject of the evaluation, the impact on human resource structure (internal HR structure – additional HR reinforcements, and outsourcing – external professional associates), requirements for any additional financial resources and the time required to implement such changes.

Each phase shall implement the services and apply the methodology outlined and submitted by the Contractor as part of conceptual layout.

The tender price shall include all costs related to the services defined for each phase. The Contractor shall not be entitled to charge any additional payment related to the implementation of tasks in each phase.

2. Tender submission and tender submission deadline

Tenderers shall submit their tenders before the submission deadline to the e-JN information system at <https://ejn.gov.si/eJN2>, in accordance with point 3 of the document Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter: Instructions for using the e-JN system), which is part of this procurement documentation and is available at <https://ejn.gov.si/en/aktualno/vec-informacij-ponudniki.html> – Instructions for using e-JN-TENDERER.

Tender submission deadline is 8 March 2024 until 12 p.m.
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A tender is deemed to have been submitted if it is marked as “SUBMITTED” in the e-JN information system.

Tenderers may withdraw or modify their tenders up to the tender submission deadline. Should a tenderer withdraw their tender in the e-JN information system, the tender shall be deemed not to have been submitted and shall not be visible to the Contracting Authority in the e-JN system. When a tenderer modifies their tender in the e-JN information system, their last submitted tender shall be accessible to the Contracting Authority.

Before submitting a tender, the tenderer is required register online at <https://ejn.gov.si/eJN2>, in accordance with the Instructions for using the e-JN system.

The opening of tenders shall take place on 8 March 2024 at 1 p.m. in the e-JN information system at <https://ejn.gov.si/eJN2>.

The opening will take place with the e-JN information system automatically displaying, at the time indicated above, information on the tenderer, any variants, if requested or allowed, and providing access to the PDF document uploaded by the tenderer into the e-JN system under the section "Pro forma invoice".

3. Obtaining the public procurement documentation and clarifications

The public procurement documentation is available free of charge on the Public Procurement Portal at (www.enarocanje.si).

The tenderer may request further clarifications of the documentation via the Public Procurement Portal no later than 10 a.m. on 26 February 2024. The Contracting Authority will respond to questions via the Public Procurement Portal no later than 4 p.m. on 1 March 2024. The Contracting Authority will not answer any questions that are not asked in the manner and by the deadline specified above.

The Contracting Authority reserves the right to amend or supplement the documentation in part and, if necessary, extend the tenders submission deadline. Amendments and supplements to the tender documents form an integral part of the tender documentation.

4. Tender format, language and costs

Tenders shall be submitted electronically in the manner set out in Section 2.

The tenderer shall upload the completed ESPD form in the ESPD tab, the completed Form 2 - *Tender Pro Forma Invoice* in the "Pro forma invoice" tab and all other documentation in the "Other Attachments" tab.

Tenders shall be submitted in Slovenian or English.

The procurement documents shall be submitted on the forms set out in the attachments to the procurement documents or on forms identical in content and format drawn up by the tenderer.

Should the Contracting Authority itself or upon the request of an economic entity find it necessary to amend the application, the Contracting Authority will proceed in accordance with Public Procurement Act, Article 89, paragraph five.

Tenderers shall bear all costs associated with the preparation and submission of the tender. In the event of termination of the procedure, rejection of all tenders or suspension of the public procurement implementation, the Contracting Authority will not reimburse the tenderers for any costs incurred in preparing their tenders. Tenderers acknowledge this and expressly agree to this by submitting their application.

5. Tender validity

The tenders shall be valid at least until 30 May 2024. In cases of shorter tender validity, the tender shall be excluded from the procedure.

By submitting the ESPD form, the tenderer is deemed to have submitted a tender with a validity of at least until up to 30 May 2024.

6. Joint tenders

Joint tendering by several contractual partners is allowed. The section 11 *Grounds for exclusion and conditions for participation* sets out the conditions that must be fulfilled by each partner or jointly in the case of a joint tender.

In the case of a joint tender, a joint performance agreement shall be submitted with the tender. The joint performance agreement shall include:

- appointment of the principal contractor for the public tender implementation,
- authorisation of the principal contractor and the person responsible for signing the tender and the contract,
- a declaration that all the tenderers in the joint tender have read and fully agree with the instructions to tenderers and the tender conditions and award criteria,
- a declaration that all the tenderers are aware of the terms of payment set out in the procurement documentation,
- provisions on the method of payment through the principal contractor,

- a statement that all partners are collectively and individually liable to the Contracting Authority for the whole of the obligation and for each part thereof.

The tender shall be signed by the principal contractor who will also be the contract signatory and the principal contact with the Contracting Authority. The principal contractor shall bear the guarantee for the work of the other partners and/or subcontractors towards the Contracting Authority in accordance with the terms of the Code of Obligations. The Contracting Authority shall enforce any defect rectification requests against the principal contractor.

7. Contract with subcontractors

A tenderer intending to subcontract the performance of the contract shall provide full details of the subcontractors in the ESPD form. The declared subcontractors shall complete the ESPD form and meet all the conditions set out for subcontractors in the section 11 *Grounds for exclusion and conditions for participation*, as evidenced by their signature of the ESPD form.

Should such nominated subcontractor request direct payment from the Contracting Authority, the subcontractor shall submit a request for direct payment in the tender, which must also be signed by the tenderer or, in the case of a joint tender, by the principal partner.

If a tenderer intends to engage subcontractors in the implementation of the public tender, the tender shall:

- identify all subcontractors and all parts of the public procurement implementation that the tenderer intends to subcontract,
- include contact information and statutory representatives of the proposed subcontractors,
- include the completed ESPDs of these subcontractors,
- include the subcontractor's request for direct payment, should the subcontractor request direct payment.

If the subcontractor requires direct payment, the subcontractor shall submit a self-declaration in the tender as follows:

- a declaration by the subcontractor that the subcontractor gives consent to the Contracting Authority to settle the subcontractor's claim against the principal contractor instead of the principal contractor;
- a declaration by the tenderer that the tenderer authorises the Contracting Authority to make direct payments to subcontractors on the basis of a confirmed invoice or the situation in question.

In the event that the subcontractor does not request direct payment from the Contracting Authority, the Contracting Authority shall request from the principal contractor, no later than 60 days after payment of the final invoice, a written declaration from both the contractor and the subcontractor that the subcontractor has received payment for the services performed under the procurement in question. If such declaration is not submitted, the Contracting Authority will initiate an infringement procedure in accordance with the provisions of the Public Procurement Act.

If the principal contractor engages subcontractors, the tenderer shall provide the above-mentioned supporting documents in the tender. Such supporting documents will also need to be provided in the event of substituting a subcontractor, no later than five days after such substitution.

In accordance with the Public Procurement Act, Article 94, paragraph four, the Contracting Authority will reject any subcontractors who fail to comply with mandatory and optional grounds for exclusion and conditions for participation. If the Contracting Authority considers that the substitution of a subcontractor or the inclusion of a new subcontractor may affect the smooth running of the work, or if the new subcontractor fails to meet the requirements set by the Contracting Authority for subcontractors, the Contracting Authority will reject such subcontractor in 10 days of receiving a new subcontractor substitution or inclusion proposal.

The tenderer accepts responsibility for the performance of the entire procurement implementation, including any subcontracted work.

If the tenderer demonstrates its ability through a subcontractor, the subcontractor shall be identified in the tender.

8. Business secrecy and protection of confidential information

The tenderer may designate as confidential any documents containing personal data which are not included in any public register or are not publicly available in another manner, as well as any business information designated as confidential by regulations or the tenderer's internal rules. The Contracting Authority will treat as confidential any documents in the tender documentation that the tenderer clearly declares to constitute a business secret, which may be indicated either directly on the document or in a decision on confidentiality protection submitted with the tender.

9. Submission of information to the Contracting Authority

Before signing the contract, the awarded tenderer shall provide:

- information on the founders, partners, shareholders, limited partners or other owners and their equity positions;
- information on the legal entities which, according to the provisions of the law governing companies, are deemed to be affiliated companies.

10. Changes in the scope of the public procurement subject and contract conclusion

The Contracting Authority reserves the right to conclude a contract with the awarded contractor only if the funds are secured. Should the Contracting Authority fail to secure the financial means to do so, the Contracting Authority will not conclude the contract. The Contracting Authority also reserves the right not to select any tenderer, cancel the public procurement or reduce its scope should the Contracting Authority fail to secure all financial and other means.

By signing the ESPD form, the tenderer acknowledges and agrees to the above paragraph.

Pursuant to the Public Procurement Act, Article 89, the Contracting Authority reserves the right to terminate the procedure, reject all tenders, and suspend the public tender implementation.

Should the tenderer fail to respond in eight days of the invitation to sign the contract, the Contracting Authority may consider that the tenderer has withdrawn from the tender.

11. Grounds for exclusion and conditions for participation

The Contracting Authority will recognise the tenderer's ability to perform the contract on the basis of its meeting the general (item 11.1.) and specific (item 11.2.) conditions for participation as well as subject and technical requirements (item 11.3.). The tenderer shall meet the conditions, as well as the subject and technical requirements at the time of submitting the tender. The Contracting Authority may exclude the tenderer's participation in the procedure should the Contracting Authority find that the tenderer does not meet any of the required conditions.

11.1. General conditions for participation

- The tenderer or any person who is a member of the administrative, management or supervisory body of the economic entity or who has the power of representation, decision-making or control therein has not, as of the tender submission date, been the subject of a final judgement for criminal offences referred to in the Public Procurement Act, Article 75, paragraph one, or for comparable criminal offences pronounced by foreign courts on the date of the deadline for submission of the offer.

- ii. As of the tender submission date, the tenderer shall fulfil all compulsory levies or other non-monetary obligations in accordance with the law governing the financial administration, which are collected by the tax authority in accordance with the regulations of the country in which the tenderer has been established, or with the regulations of the country of the Contracting Authority. It is also considered that the economic entity does not fulfil the obligations from the previous sentence if the economic entity has not submitted all statements of withholding tax in respect of employment income for the last five years preceding the tender submission deadline. The economic entity is not excluded if the economic entity pays the outstanding obligations amounting to EUR 50 or more and submits all statements of withholding tax in respect of employment income for the last five years preceding the tender submission deadline, before the tender submission deadline.
- iii. As of the tender submission deadline, the tenderer shall not be entered in the register of legal entities with side sanctions of exclusion from public procurement procedures as laid out in the Public Procurement Act, Article 75, paragraph four, point (a).
- iv. During the last three (3) years before the tender submission deadline, no competent authority of the Republic of Slovenia or any other EU Member State or any other country has found the tenderer guilty of two (2) or more infringements relating to work compensation, working time, rest periods, the performance of work on the basis of contracts governed by civil law despite the existence of the elements of an employment relationship, or the use of undeclared work, for which the tenderer has been fined for an offence in one or more final decision(s).
The tenderer may exercise the correction mechanism.

Conditions referred to in items i. to iv. shall also be met by the partner or subcontractor, whereas the other conditions shall be met only in cases when the tenderer meets the specific conditions for participation through the involved entities.

11.2. Specific conditions for participation

- i. The tenderer submitting the tender shall be registered to carry out the activity which is the subject of this procurement, if the tender is submitted by a legal person or a sole trader.
- ii. The tenderer submitting a tender shall demonstrate that it has an adequate team of experts – an evaluation team of at least **6 experts**, who are required to have:
 - excellent knowledge of the range of instruments for co-financing the research activities of related organisations in an international context;

- excellent knowledge of comparable organisational formats for RFOs in terms of their programmes, organisational structure and human resource conditions, and the managed budget, within an international comparative framework;
- excellent knowledge of IT infrastructure formats as a support system for the activities of comparable RFOs;
- are required to have excellent knowledge of how comparable RFOs communicate with different stakeholders;
- are required to have knowledge of the workings of the ARIS and the Slovenian research and innovation system;
- may not have been co-financed by ARIS funds in the last 5 years.

The experts shall demonstrate that they meet the required skills and experience:

January Expert team leader – shall have a doctorate degree (level VIII/2. or, under the Bologna programme, a doctorate degree (3rd cycle)) with at least 15 years of professional experience, of which at least five (5) years must be in the field of management acting as a leader in the evaluation of comparable systems, and must be knowledgeable in the areas of operation of evaluated comparable systems.

The expert team leader's professional references are demonstrated by the fact that the nominated expert has acted as evaluation leader for comparable systems in the field of scientific research in the last 10 years as of the public procurement announcement date. The operations of RFOs are considered to be a comparable system. To qualify, the expert team leader shall demonstrate that they have led at least **two evaluations**.

2. Team of experts

In addition to the leader, the expert team is made up of at least 5 experts:

- at least three of the experts shall have a doctorate (level VIII/2 or, under the Bologna programme, a PhD (3rd cycle)) and have at least 10 years of postgraduate experience after attaining the highest level of qualification,
- up to two of the experts shall have a level VII qualification (Master's degree (2nd cycle under the Bologna programme)) and at least 5 years of post-graduate experience after obtaining a level VII qualification.

In addition to education and experience, the following is required for the recognition of qualification:

- at least two of the experts have been involved in evaluating the operation of an RFO in the last 10 years as of the public procurement announcement date,
- at least one expert has been involved in the evaluation of an RFO or Research Performing Organisation (RPO) in the last 10 years as of the public procurement announcement date.

References shall be provided separately on the Form 3 - *References of the tenderer's expert team with details of the expert for all personnel* for all members of the expert team.

The nominated experts shall be able to speak either Slovenian or English, as all communication between the Contracting Authority, the tenderer and the entire expert team can be in Slovenian or English (in case the tenderer is from abroad).

In the event that the composition of the expert team changes due to unforeseen objective circumstances during the term of the contact, the tenderer will ensure the continuity of the expert team by engaging personnel who meet the required conditions and criteria set out in the procurement documentation. Should such changes occur, the awarded tenderer agrees to submit, within 7 days after such occurrence and prior to the introduction of new personnel, a proof of compliance with the conditions for the new expert team member, to be approved by the Contracting Authority. Prior notice of a change in team members while failing to obtain the Contracting Authority's consent prior to the introduction of new personnel shall constitute a breach of contract.

In accordance with the Public Procurement Act, an economic entity is any natural or legal person or group of such persons, including any temporary association of undertakings, that offer to carry out works, supply goods or provide services on the market or in public procurement procedures. Tenderer means the economic entity that submitted the tender. The Contracting Authority points out that, in accordance with the legal practice of the National Review Commission (e.g. 018-073/2018), any natural person (acting independently and not employed by the tenderer, partner or subcontractor) who takes over part of the contract subject shall also be nominated as a partner or subcontractor.

Proofs:

1. the tenderer shall complete the ESPD form,
2. the tenderer shall submit a completed Form 2 - List of Personnel (indicating the leader and at least 5 experts and any additionally nominated personnel to be accounted for under the criterion) and Form 3 - References of the tenderer's expert team with details of the expert for all personnel indicated in Form 2. As a mandatory attachment to the Form 3, the tenderer shall submit a curriculum vitae in Europass format for each nominated expert indicated in Form 2;

3. to prove that there have been no previous criminal convictions (item 11.1.i), the tenderer (in the event that the tenderer works with subcontractors, he must also attach the same documents for the subcontractors) shall provide in the tender an extract from relevant records, such as the criminal record in the Republic of Slovenia, no older than four months as of the tender submission deadline. If there is no such record, an equivalent document issued by the competent judicial or administrative authority in the country in which the economic entity is based, clearly indicating that there are no reasons for exclusion referred to in item 11.1.i;

A tenderer based in the Republic of Slovenia can submit an authorisation to obtain a certificate (Form 4 and Form 5) instead of an extract from the criminal records;

4. to prove that all duties and obligations (item 11.1.ii) have been settled, the tenderer (if the tenderer works with subcontractors, he must also attach the same documents for the subcontractors) shall provide in the tender a document from the competent tax authority of the country in which the economic entity is based, clearly indicating that there are no reasons for exclusion referred to in item 11.1.ii.

11.3. Subject and technical requirements

The tenderer shall provide a conceptual outline of the evaluation process in the tender, at least 5 pages long, font size 12 pt, spacing 1.35, with a minimum character count of 2300 (spaces included). In addition, the tenderer may submit other presentation material that will present the proposed content as clearly (visually) as possible.

The conceptual outline shall comprise an in-depth and elaborated:

- detailed description of how the evaluation process is planned to be carried out, taking into account the analysis of all six activity areas;
- implementation methodology;
- time line (schedule) to ensure that the evaluation will be carried out in a timely and phased manner, with a deadline of no less than one month for each phase;
- tasks and involvement of each expert by phase;
- key points of the workings of the ARIS and the Slovenian research and innovation system;
- and any other elements that the tenderer deems may contribute to a more efficient implementation of the subject of the contract.

Should no conceptual outline be provided, or should the conceptual outline be inadequate or deficient in content, the tender will be rejected by the Contracting Authority.

12. Implementation deadline

The contractor shall implement all of the works comprising this tender **no later than 6 months from the date of signing the contract.**

13. Selection criteria

The criterion for selecting a tenderer is the most economically advantageous tender.

The evaluation of the most economically advantageous tender will be based on the evaluation criteria. The criteria are the tender value in EUR including VAT, with a maximum score of 35 points, and the quality of the expert team, with a maximum score of 65 points.

Evaluation criteria	Relative weight of the evaluation criteria in value points
Tender value	35
Expert team quality	65
SKUPAJ (unique master citizen number)	100

The maximum possible number of points is **100**.

The tenderer with the highest total score will be selected.

Tender value

This criterion will be used to compare the total tender price including value added tax (VAT). The most economically advantageous tender will be awarded 35 points, while the tenders will be awarded a correspondingly lower number of points, based on the deviation of the tender price from that of the most advantageous tenderer. The evaluation will be carried out in the following way:

$$T_C = 35 \times (C_{\min} / C_d)$$

T_C number of points under the price criterion,

C_{\min} minimum price (the lowest bid),

C_d price given by the specific tenderer.

Prices shall be given in euro and shall comprise all the elements that are involved in pricing. All possible rebates, discounts and other charges shall be applied to the price. In calculating the tender value, tenderers must take into account all of the elements that affect the calculation of the price: such as labour costs, overheads, potential overtime, travel costs, accommodation costs, the provision of necessary equipment and facilities, potential translation costs, the costs of coordination with the Contracting Authority, other costs related to the implementation of the public procurement subject and the elements that affect the calculation of the price.

The tenderer shall complete the Form 3 - Tender Pro Forma Invoice.

Expert team quality

A tenderer who nominates personnel with additional references to demonstrate their competence will be awarded five points for each additional reference. The maximum number of additional references is 13.

Additional references of the personnel will be recognised as part of the selection criteria, when a nominated eligible staff member has led (applicable to the the expert team leader) or participated (applicable to the expert team experts) in the evaluation of the operations of an RFO or RPO in the last 10 years as of the public procurement announcement date.

For additionally nominated personnel, the tenderer shall complete the Form 2 - *List of personnel* and the Form 3 - References of the tenderer's expert team accordingly.

In the event that several tenderers obtain the same maximum total number of points, the contract shall be awarded to the tenderer who obtained the highest number of points in criterion Tender Value. In the event that several tenderers with the same highest aggregate number of points also obtain the same number of points in criterion Tender value, the Contracting Authority will award the contract to the tenderer who submits the tender first.

14. Legal basis

The following must be taken into account during the procurement procedure and during the public procurement implementation:

- Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, as amended; hereinafter: ZJN-3);

- Legal Protection in Public Procurement Procedures Act (Official Journal of the Republic of Slovenia, No. 43/11, as amended; hereinafter: ZPVPJN);
- Code of Obligations (OZ, Official Gazette of the Republic of Slovenia, No. 97/07, as amended);
- All applicable legislation governing the subject of the procurement.

15. Legal protection

A request for a review concerning the content of the publication and/or the procurement documentation may be lodged within 10 business days of the date of public tender announcement or of the notice of supplementary information, information on a pending procedure or a correction, where such notice amends or supplements the requirements or criteria for selecting the most advantageous tenderer, where the request for review may relate to the amended, supplemented or clarified content of the notice or procurement documentation or to a directly related indication in the original notice or procurement documentation. It shall not be admissible to lodge a request for review after the tender submission deadline, except when the tender submission deadline is less than 10 business days. In this case, the request for review may be lodged within 10 business days of the date public tender announcement.

The fee of EUR 4,000 shall be paid by the applicant to the transaction account of the Ministry of Finance, number SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT code: BSLJSI2X; IBAN:SI56011001000358802 – fee for the public procurement review procedure.

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

dr. Špela Stres,
director



PRILOGE (unique master citizen number)

- **Form 1** – Tender Pro Forma Invoice
- **Form 2** – List of Personnel – expert team
- **Form 3** – References of the tenderer's expert team with details of the expert
- **Form 4** – Authorisation to obtain a certificate from the criminal records for natural persons - if the economic entity is based in the Republic of Slovenia
- **Form 5** – Authorisation to obtain a certificate from the criminal records for legal entities - if the economic entity is based in the Republic of Slovenia
- **Form 6** – Sample contract
- **Form 7** – Declaration of participation of natural and legal entities in the ownership of the company and of non-affiliation with an office-holder

Form 1 – Tender Pro Forma Invoice

In the submission procedure for public procurement *“Implementing an external evaluation of the Slovenian Research and Innovation Agency operations”*,

The tenderer _____ hereby submits the following tender:

tender value in EUR excluding VAT	
VAT in the amount of 22%	
Total tender value in EUR including VAT	

Total number of additional references of nominated personnel _____ *(enter the number of references to be accounted for under the criterion)*

Place and date:

Stamp:

Tenderer's signature:

The form shall be completed and uploaded into the e-JN system to the “Pro forma invoice” tab.

Form 2 – List of Personnel – expert team

In the submission procedure for public procurement “Implementing an external evaluation of the Slovenian Scientific Research and Innovation Agency operations” the following expert team has been nominated:

Position	Name and surname	Employed with the tenderer/partner/subcontractor/self-employed/acting as a natural person ¹
Expert team leader		
Expert 1		
Expert 2		
Expert 3		
Expert 4		
Expert 5 ²		

Place and date: _____

Stamp and signature: _____

¹ The tenderer shall indicate on what legal basis the relevant personnel are engaged. Should it be the case that the tenderer does not employ such personnel, the tenderer shall nominate them, either through the person's employer or as a natural person in the role of partner or subcontractor, and provide the ESPD form and other required supporting documents for each candidate.

² In the event of additionally nominated personnel, the tenderer expands the table accordingly.

Form 3 – References of the tenderer's expert team with details of the expert

The tenderer shall complete and submit a separate Form 3 for each member of the expert team.

Table 1: Basic information about the expert

Name and surname of the expert team member:	
Role of the member in the expert team:	
Work experience (in years) after attaining the highest level of education:	
Attained level of education:	
Legal status (describe whether the expert is employed with the tenderer, partner or subcontractor or is acting as a natural person ³).	

³ In accordance with the Public Procurement Act, an economic entity is any **natural or legal person** or group of such persons, including any temporary association of undertakings, that offer to carry out works, supply goods or provide services on the market or in public procurement procedures. Tenderer means the economic entity that submitted the tender.

The Contracting Authority points out that, in accordance with the legal practice of the National Review Commission (e.g. 018-073/2018), any natural person (acting independently and not employed by the tenderer, partner or subcontractor) who takes over part of the contract subject shall also be nominated as a partner or subcontractor.

Table 2: References of the expert team member nominated under the requirements for personnel⁴

Details on the reference client	
Position of the expert team member in the reference project	
Implementation date (project duration)	
Name of the institution whose operations were the subject of evaluation	
Description in terms of content of the implemented comparable programme	
Name and surname of the person, e-mail, telephone number to confirm the reference	

Table 3: References of the expert team member being additionally nominated under the selection criteria⁵

Details on the reference client	
Position of the expert team member in the reference project	
Implementation date (project duration)	
Description in terms of content of the implemented comparable programme	
Name and surname of the person, e-mail, telephone number to confirm the reference	

Place and date: _____

Stamp and signature:

Mandatory attachments to OBR 3 form:

⁴ Make multiple copies of the table if more than one expert reference is provided under the requirements for personnel.

⁵ Make multiple copies of the table if more than one expert reference is provided under the criterion.

- **a Europass curriculum vitae for each member of the expert team, in Slovenian or English;**
- **proof of specific skills, certificates and additional training (to be attached if the expert has such proof).**

Form 4 - Authorisation to obtain a certificate from the criminal records for natural persons⁶ - if the economic entity is based in the Republic of Slovenia

The below identified

hereby grants authorisation to the Contracting Authority, Slovenian Research and Innovation Agency, Bleiweisova cesta 30, 1000 Ljubljana, to request the Ministry of Justice, Sector for the Enforcement of Criminal Sanctions, Criminal Records Division, in accordance with the Public Procurement Act, Article 75, for the purpose of verifying the fulfilment of requirements in the public procurement procedure "Implementing an external evaluation of the Slovenian Research and Innovation Agency operations", to issue a certificate from the criminal records or other appropriate records verifying that, as a competent person, they have not been convicted by a final judgement of a criminal offence as defined in the Public Procurement Act, Article 75 paragraph one.

NAME AND SURNAME	
(Former surname)	
EMŠO (unique master citizen number)	
DATE OF BIRTH	
PLACE OF BIRTH	
COUNTRY OF BIRTH	
PERMANENT/TEMPORARY RESIDENCE	
CITIZENSHIP	

Place:

Signature:

Date:

⁶ The authorisation shall be submitted by all persons who are members of the administrative, management or supervisory body or who have powers of representation or decision-making or control therein.

Form 5 – Authorisation to obtain a certificate from the criminal records for legal entities – if the economic entity is based in the Republic of Slovenia

The below identified

hereby grants authorisation to the Contracting Authority, Slovenian Research and Innovation Agency, Bleiweisova cesta 30, 1000 Ljubljana, to request the Ministry of Justice, Sector for the Enforcement of Criminal Sanctions, Criminal Records Division, in accordance with the Public Procurement Act, Article 75, for the purpose of verifying the fulfilment of requirements in the public procurement procedure “Implementing an external evaluation of the Slovenian Research and Innovation Agency operations”, to issue a certificate from the criminal or other appropriate records verifying that the legal entity has not been convicted by a final judgement of a criminal offence as defined in the Public Procurement Act, Article 75 paragraph one.

NAME OF THE LEGAL ENTITY	
REGISTERED OFFICE OF THE LEGAL ENTITY	
REGISTRATION NUMBER	
NUMBER OF THE ENTRY IN THE COURT REGISTER	

Place:

Signature:

Date:

Form 6 – Sample contract

Slovenian Research and Innovation Agency

Bleiweisova cesta 30

1000 Ljubljana

Registration number: 9390847000

Tax number: SI 31434860

(hereinafter: the Contracting Authority)

and

the tenderer: _____

ID (VAT ID): _____

Transaction account (TRR): _____

opened at _____

(hereinafter: the Contractor)

hereby conclude the following

POGODBO (unique master citizen number)

on

implementing an external evaluation of the Slovenian Research and Innovation Agency operations

No. _____

GENERAL PROVISIONS

1. article

The contracting parties establish that:

- the Contracting Authority has carried out the public procurement procedure “implementing an external evaluation of the Slovenian Scientific Research and Innovation Agency operations”, published on the Public Procurement Portal under publication No. JN_____/2024 and in the Official Journal of the EU under publication no. EU 2024/ _____. The award decision no. _____ selected the Contractor as the most advantageous tenderer in the procurement procedure and the signatory to the contract.
- the procurement documentation, the tender documentation, the subject of the procurement and the other attachments form an integral part of the contract.

SUBJECT OF THE AGREEMENT

2. article

The subject of this Contract is the implementation of an external evaluation of the Slovenian Research and Innovation Agency operations, and as part of such evaluation, the Contractor shall carry out the works and services to be performed in individual phases as defined under item 1. Instructions to tenderers form an integral part of the Contract.

CONTRACTUAL VALUE

3. article

The contractual value for the performance of the entire subject of the procurement shall amount to a maximum of EUR _____ (VAT excluded), totalling EUR _____ (VAT included).

The price shall include all costs. In calculating the tender value, all of the elements that affect the calculation of the price have been included, such as labour costs, overheads, potential overtime, travel costs, accommodation costs, the provision of necessary equipment and facilities, potential translation costs, the costs of coordination with the Contracting Authority, other costs related to the implementation of the public procurement subject and all the other elements that affect the calculation of the price.

All communication must be in Slovenian or English. If the Contractor or its personnel are unable to communicate in Slovene or English, the cost of translation into Slovene and English and vice versa by a qualified translator will be borne entirely by the contractor. The Contracting Authority has the right to choose the translator. The Contracting Authority will invoice the contractor for the translation costs on a monthly basis.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES

4. article

The Contractor commits to ensure that the external evaluation will be organised and carried out in accordance with the conceptual layout and the schedule.

The Contractor commits to provide the following works and services within the framework of the contractual obligations, to be carried out in the following phases:

Phase 1: Examination of the actual state and operation of the ARIS in each area.

This phase requires that the Contractor prepare a questionnaire on the areas of activity of the ARIS that are the subject of the external evaluation. The Contractor shall process the obtained replies and, after reconciling any uncertainties, produce a status report on the areas of activity of the ARIS that are the subject of the external evaluation.

Phase 2: Comparative overview of the situation with comparable organisations that finance research and development activities.

The Contractor shall compare the collected data on the actual operations of the ARIS across all areas covered by the evaluation with the operations of comparable RFOs, focusing on human resources, information technology and the evaluation procedure. The selection of comparable organisations shall be coordinated in advance and approved by the Contracting Authority. This phase concludes with the submission of a document elaborating a comparative analysis of comparable systems in the evaluation subject areas ~– **Comparative overview of the state of ARIS operation with comparable organisations.**

Phase 3: Evaluation report.

In this phase, the Contractor is required to make recommendations on how to improve the operations of the specific areas being evaluated, and identify areas where the evaluators consider that the ARIS is performing adequately.

This phase, and with it also the external evaluation as a whole, concludes with the submission of an evaluation report. This evaluation report should also specify, for each of the proposed recommendations under the subject of the evaluation, the impact on human resource structure (internal HR structure – additional HR reinforcements, and outsourcing – external professional associates), requirements for any additional financial resources and the time required to implement such changes.

5. article

The Contractor commits that, in the case of engaging one or more subcontractors in the performance of the procurement subject, the Contractor will conclude contracts with such subcontractors, specifying the nature and scope of the work to be carried out, as well as the compensation to be paid for the provided services. Should the Contractor nominate or replace any subcontractor, the Contractor shall submit the relevant supporting documents pursuant to the Public Procurement Act, Article 94 and obtain prior written consent from the Contracting Authority to nominate another subcontractor.

/if the subcontractor requires direct payments/ Direct payments to subcontractors under this Contract are mandatory. The Contractor authorises each Contracting Authority to directly compensate the subcontractors for the work carried out under the direct contract, on the basis of approved invoices. The Contractor shall attach to the invoice the previously approved invoices of the subcontractor(s) who have provided services under the direct contract.

/if the subcontractor does not opt for direct payment/: The Contractor shall send to the Contracting Authority, no later than 60 (sixty) days after payment of the final invoice, a written declaration by the Contractor and a written declaration by the subcontractor that the subcontractor has been paid for services directly related to the subject of the procurement.

6. article

During the performance of the Contract, any substitution of the Contractor's personnel (experienced expert, expert, expert team member) shall meet all human resource requirements and criteria, if additional references have been specified for the personnel. The Contractor shall inform the Contracting Authority of any intended human resource changes in the performance of the services under this Contract (each change shall be accompanied by the documents required to prove the qualifications of personnel). The Contractor shall obtain prior written consent from the Contracting Authority for any human resource changes in the performance of the services under this Contract. Any breach of this obligation constitutes grounds for contract termination.

Any additional personnel to provide the services in question, as well as any substitution of the personnel identified in the tender, shall be considered a change. The Contracting Authority shall have the right to check the actual situation at any time. The Contracting Authority reserves the right to prohibit certain personnel from performing the subject of the contract without giving reasons.

DEADLINES FOR THE PERFORMANCE OF WORKS AND SERVICES

7. article

The deadline for implementation is 6 months after the signing of the Contract.

The contract term may change in the event of force majeure, as recognised by case-law, or due to circumstances which, although the Contracting Authority or the Contractor have acted with due care, the Contracting Authority or the Contractor could not have foreseen, avoided or averted. The Contractor shall not be entitled to payment of any additional costs arising from an extension of the contract term.

CHARGES AND PAYMENTS

8. article

The Contractor shall issue an invoice for each completed phase after issuing a phase report (with a detailed description of the performed works, achieved results, and proof of the completion of these works), whereas such phase report shall be granted prior approval by the Contracting Authority.

Payments will be made according to the following dynamics:

- 20% after completion of Phase 1;
- 40% after completion of Phase 2;
- 40% after completion of Phase 3.

Each invoice shall indicate the contract number specified by the Contracting Authority and the reference order, which shall include the cost centre and the cost carrier.

If the Contractor is based in Slovenia, e-invoices shall be issued.

The contract number shall also appear on all other documents accompanying the invoice. Invoices shall be issued successively on the basis of a report on the work carried out by the Contractor. Submitted reports on the work carried out shall be reviewed and approved by the Contracting Authority.

If, within 30 business days of receiving the report the Contracting Authority does not assess such report as unacceptable or incomplete, the report shall be deemed to have been approved by the Contracting Authority. In cases when the report is deemed unacceptable or incomplete, the Contractor shall be obligated to amend or complete the report no later than within 30 days or within the period of time determined by the Contracting Authority upon such rejection.

If the Contractor fails to complete the report, or fails to complete it by the determined deadline, the Contracting Authority may terminate the Contract and claim damages equal to the contractual value, including default interest at the legal rate from the date of receipt until the payment of the damages.

If the report is not rejected by the Contracting Authority or the Contracting Authority Approves it, the Contracting Authority shall be obliged to pay the Contractor for the service rendered under all received e-invoices within 30 days of invoice issuance or the receipt of funds from the financier, in accordance with the legislation.

9. article

The Contracting Authority undertakes to pay the contractual amount referred to in Article 3, within the limits of the budget available, to the Contractor's account, or, if direct payments are requested, to the account of the partner or subcontractor.

10. article

The Contractor commits to carry out the contracted work in a diligently and in accordance with good business practice, and to take into account, to the best of its ability, the comments and wishes of the Contracting Authority in the performance of the contracted work. Should the Contractor act in breach of this provision, the Contracting Authority shall be entitled to terminate the Contract and claim damages equal to the contractual amount.

CONTRACTUAL PENALTY

11. article

If the Contractor, through no fault of its own, fails to fulfil the contractual obligations by the deadline, or within an agreed extension of the term, or if the Contractor fails to inform the Contracting Authority in advance of the reasons for the delay, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty of 0.2% of the contractual value for each day of delay.

If the damage incurred by the Contracting Authority is greater than the contractual penalty, the Contracting Authority shall be entitled to claim the difference up to the amount of full damages.

In the event of non-compliance with the deadlines, other than as a result of force majeure, the Contracting Authority shall be entitled to reject the invoice. In such case, the Contractor shall compensate the Contracting Authority for any damage incurred by the Contracting Authority due to the delay.

Should the Contractor fail to carry out the agreed works within the agreed period, the Contracting Authority shall have the right to entrust the agreed works to another contractor or to carry them out itself at the Contractor's expense, and to terminate the Contract.

Should the Contractor be late in providing the services to the extent that the Contracting Authority may suffer damage or the implementation may become meaningless, the Contracting Authority may have a replacement service provided by another contractor at the expense of the defaulting Contractor, or may seek compensation for actual damages or terminate the Contract.

In the event of damage incurred by the Contracting Authority as a result of the Contractor's non-performance, improper performance or delay, and if the incurred damage exceeds the amount of the contractual penalties, the Contracting Authority may claim, in addition to the contractual penalties, the difference between the contractual penalties and the full damages, up to the full amount of the damages. The Contractor shall, if invited to do so by the Contracting Authority, participate with the Contracting Authority as a party in any disputes brought on by third parties arising from delay, improper performance or non-performance by the Contractor.

A party that breaches the provisions of this Contract shall be liable for damages suffered by the other party as a result of such breach.

The parties shall be exempt from liability for direct, indirect, incidental or consequential damages if they prove that they have been prevented from fulfilling their obligations as a result of force majeure (e.g. natural disasters, epidemics, pandemics, etc.).

The parties shall not be liable to each other for damages in cases where non-performance of the contractual obligations is caused by the conduct of third parties (e.g. power failure, failure of server infrastructure, etc.) or in case of force majeure.

COPYRIGHT

Article 12

For products resulting from the performance of this Contract and having the character of a work of authorship, upon acceptance of the product, the material copyright shall be assigned to the Contracting Authority on a non-exclusive basis, without limitation as to space and time, specifically the right to reproduce in whole or in part the software or any other work, the right to translate, adjust, adapt or otherwise alter and reproduce such modifications, and the right to distribute such modifications in the public sector, in any form whatsoever. The assigned copyright allows the Contracting Authority to order anyone to process, modify, upgrade and maintain the product which is the subject of this Contract.

The Contracting Authority may use the copyrighted works which are the subject of this Contract without any restrictions, for the entire term of the copyright and for all purposes. The Contracting Authority shall have the right, for the purposes of public administration, to assign the rights acquired under this Contract to third parties without the consent of the author and without any additional remuneration being payable to the author for such assignment.

ANTI-CORRUPTION CLAUSE

Article 13

A contract in which someone promises, offers or gives any unauthorised advantage to, on behalf of or for the account of another party to the contract, to a representative or agent of a public sector body or organisation in order to:

- obtain a business transaction, or
- conclude a business transaction under more favourable terms, or
- fail to exercise due diligence in supervising the performance of contractual obligations; or
- promote any other act or omission which causes damage to the public-sector body or organisation or enables an unauthorised advantage to be obtained by a representative of the body, an agent or intermediary of the public-sector body or organisation, or by another party to the contract, or by an agent, representative or intermediary of the other party to the contract;

shall be deemed null and void.

CONTRACT TERMINATION

Article 14

The Contract is subject to a termination clause, which is triggered if one of the following conditions is met:

- if the Contracting Authority becomes aware that a court has, by a final decision, found that the Contractor/supplier or a subcontractor has breached obligations under labour, environmental or social legislation; or
- in case of public tenders that are not included in the Public Procurement Act, Article 67a, paragraph one, the termination clause which is triggered if the Contracting Authority becomes aware that a court has, by a final decision, found that the Contractor of the public procurement contract or their subcontractor has breached obligations from the Public Procurement Act, Article 3, paragraph two, or if the Contracting Authority becomes aware that the competent government authority has found two or more infringements by the Contractor or their subcontractor during the performance of the Contract relating to work compensation, working time, rest periods, the performance of work on the basis of contracts governed by civil law despite the existence of the elements of an employment relationship, or the use of undeclared work, for which the tenderer has been fined for an offence in one or more final decisions.

The Contracting Authority must inform the Contractor about this in ten days after becoming aware of the infringement. The Contractor may, by the deadline determined by the Contracting Authority, which may not be longer than 15 days, submit evidence that the Contractor has taken sufficient measures to prove the Contractor's reliability despite the existence of violations. If the infringement is present at the subcontractor, the Contractor can submit evidence within the same period that the subcontractor has taken sufficient measures to prove the subcontractor's reliability despite the existence of violations. If the Contractor does not submit evidence for the subcontractor or if they do but the Contracting Authority considers those measures as insufficient, the Contractor may replace the subcontractor within a period determined by the client, which must not be longer than 15 days, in accordance with the Public Procurement Act, Article 94, or take over the subcontracted part themselves, if this replacement or takeover does not constitute a substantial change to the contract. If the Contractor does not submit evidence for themselves or for the subcontractor or if they do, but the Contracting Authority considers those measures as insufficient, or if the Contractor does not take over the work themselves or propose a new subcontractor or if the Contracting Authority, in accordance with the Public Procurement Act, Article 94, rejects the timely proposed new subcontractor, the termination clause is triggered – under the condition that at least six more months remain of the contract term.

In case the termination clause is triggered, the contract is considered terminated on the day of concluding a new public procurement contract, and the Contracting Authority must start a new public procurement procedure immediately, but no later than 60 days after becoming aware of the infringement. If the Contracting Authority fails to initiate a new procurement procedure within this period the Contract shall be deemed to be terminated on the sixtieth day after becoming aware of the infringement.

Article 15

The Contract may be terminated unilaterally by the Contracting Authority:

- should the Contractor become subject to compulsory composition, bankruptcy or liquidation proceedings,
- should the Contractor become subject to a judicial or administrative decision for breaching the provisions of the contract or administrative acts on the basis of which no further proper implementation of the Contract can reasonably be expected,
- if after entering into the Contract, it should be established that the Contractor has provided misleading and untrue information which has influenced the selection of the tenderer,

- if, due to delays or errors in implementation, the Contractor may no longer fulfil the intended purpose,
- should the Contractor fail to perform the Contract in accordance with the commitments entered into,
- if there are reasonable grounds to believe that the Contractor may fail to perform an essential part of Contractor's obligations.

In cases when any of the conditions referred to in paragraph one are fulfilled, the Contracting Authority may initiate unilateral termination of the Contract, with immediate effect as of the date on which written notice of termination is communicated to the Contractor.

The Contractor may terminate the Agreement if the Contracting Authority fails to fulfil its obligations under the Contract in such a way as to prevent the Contractor from performing the Contract or is more than 60 days in arrears.

Unilateral termination is not permissible if the circumstances justifying such termination are due to force majeure or other unforeseeable and insurmountable circumstances.

The parties may terminate the Contract by mutual agreement.

REPRESENTATIVES OF THE PARTIES

Article 16

The Contract Administrator for the Contracting Authority is _____, and for the Contractor _____.

FINAL PROVISIONS

Article 17

All disputes relating to the Contract shall be settled amicably between the Parties. In the contrary case, the competent court in Ljubljana is responsible for resolving disputes.

Article 18

The Contract is concluded on the date of signature by both parties and is valid until the contractual obligations have been fulfilled (the deadline for the performance of the services is 6 months after signing the Contract).

The Contract has been drawn up in three (3) identical copies, of which the Contracting Authority shall receive two (2) copies and the Contractor one (1) copy.

Number:

Date:

In _____, on _____

In Ljubljana, on _____

Contractor:

Contracting Authority:

The Slovenian Research and Innovation Agency

dr. Špela Stres,

Director

Form 7 – Declaration of participation of natural and legal entities in the ownership of the company and of non-affiliation with an office-holder

The undersigned _____, in connection with the contract for the implementation of the subject _____ for the purposes referred to in Article 14, paragraph six of the Integrity and Prevention of Corruption Act (Official Journal of the Republic of Slovenia, No. 69/11 et seq.), i.e. to ensure the transparency of the transaction and to prevent corruption risk in the conclusion of legal transactions, hereby make the following declaration regarding the participation of natural persons and legal entities in the ownership of the tenderer:

Details on the legal entity – provider

Name of the tenderer	
Registered office of the tenderer	
Municipality of the registered office of the tenderer	
Number of the entry in the court register	
Company registration number	

information on the tenderer's founders, partners, shareholders, limited partners or other owners and equity position.

	Name and surname of the natural person or name of the legal entity	Permanent residence address/place of business of the legal entity	Ownership in %
1.			
2.			
3.			

I, the undersigned representative, declare that, in accordance with the provisions of the Companies Act, the following economic entities are affiliated companies of the above-mentioned tenderer:

	Name	Registered office	Registration number
1.			
2.			
3.			

I also declare that I am not related to any office-holder and to the best of my knowledge I am not related to a member of an office-holder's family in the manner set out in Article 35, paragraph one of the Integrity and Prevention of Corruption Act.

Sincerely,

Place and date:

Signature