

PUBLIC CONTRACT AWARD DOCUMENTATION

PROVISION OF SERVICES DURING THE OVERHAUL OF UNIT 6

Number: 40 01-714/2022-1

Done at Šoštanj, May 2024

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1. EMPLOYER

This call for tenders is being launched by Termoelektrarna Šoštanj, d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj (hereinafter: the Employer).

The Employer invites all parties interested to submit their application/tender in line with the requirements specified in the documentation related to the award of public contract (hereinafter: the Documentation).

2. REFERENCE NUMBER AND SUBJECT OF THE PUBLIC CONTRACT

Reference number of the public contract award documentation: 40 01-714/2022-1

Subject of the public contract: Provision of services during the overhaul of Unit 6

Notice lot number	Lot name	Technical documentation internal number
LOT 1	FD and ID fans: Supervision over the inspection and commissioning trials	4
LOT 2	FD and ID fans: Additional repairs	5
LOT 3	ESP revision	7
LOT 4	Supervision over the RAPH inspection	9
LOT 5	Supervision over the inspection of recirculation pumps of FGD6	10
LOT 6	Overhaul of firing and combustion system of Unit 6: Overhaul PC part of firing system	23
LOT 7	Overhaul of firing and combustion system of Unit 6: Revision of dampers on PC system, air system and oil burner system	24
LOT 8	Overhaul of firing and combustion system of Unit 6: Overhaul of coal conveyors	25
LOT 9	Overhaul of firing and combustion system of Unit 6: Disassembly, preparation of parts of the chain segments and assembly of the firing grate segments	26
LOT 10	Overhaul of firing and combustion system of Unit 6: Overhaul of firing grate, SSC and slag crusher	27
LOT 11	Overhaul of firing and combustion system of Unit 6: Implementation of the sealing on PC burners	28
LOT 12	Partial replacement of hanger tubes	31
LOT 13	Overhaul service for Unit 6 – repair of the boiler core unit and associated pipelines	32
LOT 14	Overhaul service for Unit 6 – repair of fittings, hangers and pumps	33
LOT 15	Overhaul service for Unit 6 – heat insulation	34
LOT 16	Overhaul service for Unit 6 – welding services	35
LOT 17	Overhaul service for Unit 6 – machining, turning	36
LOT 18	Overhaul service for Unit 6 – revision of combustion system drive assembly	37
LOT 19	Overhaul service for Unit 6 – revision of ID and FD fans	38
LOT 20	Overhaul service for Unit 6 – revision of recirculation fans	39
LOT 21	Overhaul service for Unit 6 – revision of RAPH	40
LOT 22	Overhaul service for Unit 6 – Revision of ducts and dampers on flue gas and air ducting system	41
LOT 23	Overhaul service for Unit 6 – Repair of mixer plates in flue gas ducting system	42
LOT 24	Overhaul service for Unit 6 – Replacement of DENOX catalyst elements	43
LOT 25	Overhaul service for Unit 6 – equipment inspection of FGD6	44

LOT 26	Overhaul service for Unit 6 – inspection of feedwater pumps	46
LOT 27	Overhaul service for Unit 6 – inspection of feedwater pumps Vorecon gear	47
LOT 28	Overhaul service for Unit 6 – inspection of steam-water system	48
LOT 29	Overhaul service for Unit 6 – inspection of side product handling system	49
LOT 30	Overhaul service for Unit 6 – scaffolding	50
LOT 31	Overhaul service for Unit 6 – post-overhaul steel structure cleaning	51
LOT 32	NDT inspection	56
LOT 33	SW and FW Siemens T3000 security updates	63
LOT 34	Maintenance check of Bently Nevada system for feedwater pumps	65
LOT 35	Overhaul of stage 1 condensate extraction pump	84
LOT 36	Overhaul of feedwater pumps 1 and 2	88
LOT 37	Overhaul of feedwater pumps Vorecon gear	90
LOT 38	Replacement of the LBS40 turbine extraction system compensator	92

A detailed specification of the contract is available in the technical part of documentation (*by individual lot and internal number of the technical part of documentation*).

Any required references defined in the technical part of documentation shall, in terms of the required period of time, count from the application submission deadline onwards.

3. MANNER OF AWARDING PUBLIC CONTRACT

In accordance with Article 45 of the Public Procurement Act (Official Gazette of the Republic of Slovenia No 91/15, as amended; hereinafter referred to as: Public Procurement Act) the public contract shall be awarded under the negotiated procedure with publication.

Tenderers shall submit an application/tender for the full public contract or for an individual lot of the public contract. As is stipulated under Article 73 of the Public Procurement Act, the Employer reserves the right not to award or to exclude any of the lots.

Phase 1 of the procedure – qualitative selection of tenderers, i.e., whether tenderers meet the Employer's requirements given the information they submitted during the qualitative selection procedure.

Phase 2 of the procedure – submission of the tender price and negotiations with tenderers.

The Employer shall use the term tenderer for applicants/tenderers in the public contract award documentation for both phases.

The two-phase procedure shall be conducted in the following manner:

- Submission of applications in Phase 1 of the procedure;
- Opening of applications in Phase 1 of the procedure;
- Assessment of applications by the Employer's expert committee (qualitative selection based on the fulfilment of technical and other requirements imposed by the Employer);
- Decision on the results of the qualitative selection procedure and qualification into Phase 2 of the procedure;
- Invitation to submit tenders in Phase 2 of the procedure;
- Public opening of tenders in Phase 2 of the procedure;
- Review and assessment of tenders by the Employer's expert committee;
- Negotiations;
- Reassessment of tenders by the Employer's expert committee;
- Decision on the award of the public contract.

Deadline for submitting applications/tenders and public opening thereof

Phase 1 of the procedure

Interested tenderers may submit their tender by **18 June 2024 until 9.00 AM** via the e-JN system at: <https://ejn.gov.si/eJN2>. The application/tender is deemed submitted if it is marked within the e-JN system as "SUBMITTED". The application shall be drawn up in accordance with the instructions comprised herein.

Phase 2 of the procedure:

The deadline for the submission of tenders will be indicated in the invitation to tender in which the Employer will invite those tenderers who qualified to provide services during the overhaul of Unit 6 in Phase 1 of the procedure to submit their tenders for Phase 2. A tender shall be deemed submitted in time if it is submitted to the Employer by the requisite deadline.

Based on the conditions and criteria specified in this Documentation, the Employer shall select the tenderer with whom they shall conclude the contract.

4. DEADLINE AND METHOD OF SUBMITTING THE APPLICATION/TENDER

Tenderers must submit their applications/tenders to the e-JN information system at <https://ejn.gov.si/eJN2>, in accordance with point 3 of the document Information system user instructions on how to use the electronic submission function in the e-JN portal: TENDERERS (hereinafter referred to as: e-JN system user instructions) which is part of this tender documentation and published at <https://ejn.gov.si/eJN2>.

Before they submit their applications/tenders, tenderers must create a user account at <https://ejn.gov.si/eJN2> in accordance with the e-JN system user instructions. If the tenderer already has an account for accessing the e-JN information system, they shall log in at the same address.

At the time of logging in, the tenderer shall indicate **their e-mail address** via which they shall receive notifications via the information system e-JN.

The tenderer's user authorised to submit tenders in the e-JN information system shall submit the tender by clicking "Submit". When the tender is submitted, the e-JN information system records the user's identity and the time of submission of the tender. By submitting the tender, the user demonstrates and declares the intent to submit a binding tender on behalf of the tenderer (Article 18 of Obligations Code¹). When submitted, the tender is binding for the time indicated therein, unless the tenderer's user withdraws it or changes it before the deadline for the submission of tenders expires.

The tender shall be considered to have been submitted in time if the Employer receives it through the e-JN system <https://ejn.gov.si/eJN2> **no later than by 18 June 2024 by 9.00 AM**. The application/tender is deemed submitted if it is marked within the e-JN system as "SUBMITTED".

Until the deadline for the submission of applications/tenders has expired, the tenderer can withdraw or modify their application/tender. If the tenderer withdraws their application/tender in the e-JN information system, the application/tender will be considered not submitted, and the Employer will also not see it in the e-JN system. If the tenderer modifies their application/tender in the e-JN information system, the Employer will see the latest version of the submitted application/tender in the system.

After the deadline for the submission of applications/tenders has expired, you will no longer have the possibility to submit the application/tender.

The access to the link for submitting an electronic application/tender in the framework of this contract award procedure is available at: <https://ejn.gov.si/>.

¹ [Obligations code](#) (Official Gazette of the Republic of Slovenia No 97/07 – official consolidated text, 64/16 – Decision of the Constitutional Court and 20/18 – OROZ631)

5. TIME AND PLACE OF OPENING APPLICATIONS/TENDERS

The opening of applications (Phase 1 of the procedure) will take place automatically in the e-JN information system on **18 June 2024** and will start at **12.00 (noon)** at the following online address: <https://ejn.gov.si/eJN2>. The opening of applications in the Phase 1 of the procedure is not public.

As for the Phase 2, the tenderers will be informed of the exact date and time of the opening of tenders in the invitation to tender which they will receive from the Employer inviting them to submit their tenders in Phase 2 of the procedure via the e-JN system.

The opening takes place in such a manner that, at the time determined for the opening of the applications/tenders, the e-JN information system automatically displays the tenderer's details as well as the different versions if the tenderer had requested them and if they had been allowed, and allows access to the PDF document which the tenderer has uploaded to the e-JN system under section "Proforma Invoice". Public notice shall be terminated automatically after two (2) days.

With this being a 2-phase procedure, the tenderer shall upload the completed Proforma Invoice form in Phase 2 of the public contract award procedure **(in Phase 1, the form remains empty)**.

6. NEGOTIATIONS

The Employer will negotiate with the tenderer(s) in accordance with Article 45 of the Public Procurement Act (ZJN-3), taking account of this documentation.

The tenderer shall be notified of the negotiations by receiving an invitation to negotiate via the e-JN system.

The Employer shall negotiate the tender price and potentially the technical part of documentation (but shall not negotiate the contract award criteria). The Employer shall define the rules of negotiations in the protocol comprised in the invitation to tender in Phase 2 of the procedure.

After the tenders have been submitted, the Employer shall estimate, given the circumstances, how many rounds of negotiations does it make sense to organise. Before the last or the only round of negotiations regarding the tender price the tenderers will be notified this is going to be the last or the only round of negotiations. The Employer will make a final ranking of the tenderers on the basis of the final tender prices after negotiations.

In the event that a tenderer does not submit a tender in a particular round of negotiations via the e-JN system, its last tender submitted via the e-JN system will be considered as a valid tender.

7. FUNDAMENTAL RULES REGARDING THE ACCESS, NOTIFICATIONS AND CLARIFICATIONS IN RELATION TO THE PUBLIC CONTRACT AWARD DOCUMENTATION

7.1 ACCESS TO THE PUBLIC CONTRACT AWARD DOCUMENTATION

The public contract award documentation is available on the public procurement portal (hereinafter referred to as: public procurement portal) and the TED portal (<http://ted.europa.eu/>).

7.2 NOTIFICATIONS AND CLARIFICATIONS IN RELATION TO THE PUBLIC CONTRACT AWARD DOCUMENTATION

The communication with tenderers regarding any questions they might have in relation to the content of the public contract and in relation to the preparation of their application/tender will take place exclusively via the public procurement portal.

The Employer shall consider any request for clarification regarding the documentation or any other issue in relation to the public contract as received in time if any such questions are raised within the given deadline, i.e., no later than 6 days before the deadline for the submission of applications/tenders expires. The Employer shall not respond to requests or other questions raised in relation to the public contract submitted after the deadline indicated in the preceding sentence.

In accordance with Article 67 of the Public Procurement Act the Employer may change or amend the public contract award documentation. Any such changes or amendments will be issued in the form of appendices to the documentation. Any such appendix shall form an integral part of documentation. Questions and answers published on the public procurement portal shall also be considered an integral part of the documentation.

For lots indicated in the technical documentation, the Employer will organise a tour of the facilities where the services forming the subject of individual lots of the public contract are to be provided (the time of the tour for individual lots will be notified by e-mail at a later stage).

Date of Tour 1: 23 May 2024.

Date of Tour 2: 30 May 2024.

Participation at a tour is subject to a registration at javna.narocila@te-sostanj.si. Registration is required at least one day before the scheduled tour. It is recommended to participate at the tour as the services will be provided at/near electricity-generating facilities and tenderers will be acquainted with the rules and potential dangers at the site. The aim of the tour is not to provide clarifications to any unresolved issues but to show the tenderers how vast the area where they will provide the services and tasks is. Tenderers shall not be entitled to any price increase which they justify with the fact of not having been properly informed of the conditions related to the work and services which are the subject of this public contract.

As is stipulated under Article 36 of the Public Procurement Act, the public contract award procedure shall be in the Slovene language.

8. QUALITATIVE SELECTION

8.1 QUALITATIVE SELECTION FOR PARTICIPATING IN THE PUBLIC CONTRACT AWARD PROCEDURE AND MEANS OF PROOF

The tenderer must meet all the conditions listed hereunder. The economic operator must agree in full with all the terms and conditions stated in the public contract award documentation as well as with appendices and schedules to the public contract award documentation, and amendments thereto, which were made as a result of questions raised and answers provided on the public procurement portal.

Before awarding the public contract to the selected tenderer, the Employer may require from them the means of proof (certificates, statements) as evidence for the absence of grounds for exclusion referred to under Section 8.1.1 hereof and for the fulfilment of the selection criteria in accordance with Sections 8.1.2 hereof.

The tenderer may also submit the means of proof evidencing the absence of grounds for exclusion referred to under Section 8.1.1 hereof and the fulfilment of the selection criteria in accordance with Sections 8.1.2 to 8.1.3 hereof at their own initiative. The Employer reserves the right to verify the reliability of the submitted means of proof with the signatory of such means of proof.

If the tenderer does not have their registered office in the Republic of Slovenia and is not able to obtain and submit the required documents because the country/state where the tenderer's registered office is, provides no such documents, the latter may be replaced with an affidavit. However, if no such affidavit is envisaged in the country/state where the tenderer's registered office is, it may be

replaced with a declaration of a certain person made before a competent court or administrative authority, notary public or a competent professional or commercial organisation in the place of incorporation of such a person or in a country/state where the tenderer's registered office is.

In case of joint applications/tenders and applications/tenders with subcontractors, Sections 11.3.1 (Joint application/tender) and 11.3.2 (Application/tender involving subcontractors) hereof shall be taken into account.

The following economic operators must prove the absence of grounds for exclusion:

- tenderer;
- all partners taking part in the joint application/tender;
- all subcontractors;
- all entities whose capacities are being used.

Each of the listed economic operators must submit their own ESPD form.

Each of the listed economic operators must submit their own form – Declaration (Appendix No. 2).

The Employer hereby warns that in line with Article 75(6) of the Public Procurement Act they may also exclude an economic operator from the relevant public contract award procedure in other situations regardless of whether such exclusion was provided for in the public contract award documentation or not.

8.1.1 Grounds for exclusion

1. On the date of expiry of the time limit for the submission of applications/tenders the economic operator shall not be entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed in accordance with paragraph a) of Article 75(4) of the Public Procurement Act.

MEANS OF PROOF *(for a tenderer, co-tenderer, subcontractor and all entities whose capacities are being used)*:

- ESPD (in "Part III: Grounds for exclusion, Section D: National grounds for exclusion, question one").
2. Where the economic operator is the subject of insolvency or compulsory winding-up proceedings, where its assets or operations are being administered by a liquidator or by the court, where its business activities are suspended, or where, in accordance with the regulations of another country, it is the subject of proceedings or is in an analogous situation having the same legal effect.

MEANS OF PROOF *(for a tenderer, co-tenderer, subcontractor and all entities whose capacities are being used)*:

- ESPD (in "Part III: Grounds for exclusion, Section C: Grounds relating to insolvency, conflict of interests or professional misconduct").

Means of proof evidencing that none of the grounds for exclusion listed here above exist for the tenderer/co-tenderer/subcontractor/any entities whose capacities are being used.

If ESPD form contains no data on direct access to national databases (web address of the database, identification details, if needed, and a consent for the Employer to obtain the means of proof) where the Employer may get certificates or other relevant information, the tenderer shall be obliged, at the Employer's request, to submit certificates or other documentary evidence demonstrating them fulfilling the required conditions within the deadline determined by the Employer.

Tenderers with their registered offices in a foreign country must fulfil the same requirements as tenderers with their registered offices in the Republic of Slovenia.

If the country/state in which the tenderer has their registered office issues no such means of proof as requested by the Employer, the tenderer may submit an affidavit. If no such affidavit is envisaged in the country/state where the tenderer's registered office is, it may be replaced with a declaration of a certain person made before a competent court or administrative authority, notary public or a competent professional or commercial organisation in the place of incorporation of such a person or in a country/state where the tenderer's registered office is.

8.1.2 Conditions for participation in terms of economic and financial situation

1. The tenderer (and co-tenderer in case of joint tender) must demonstrate that in the last 6 months preceding the submission of applications/tenderers their accounts were not frozen for more than ten (10) business days in total.

MEANS OF PROOF *(for the tenderer and co-tenderer)*:

- ESPD (in "Part IV: Selection criteria, Section B: Economic and financial position").

8.1.3 Selection criteria in terms of technical and professional capacity

The tenderer shall be capable and qualified to provide the services from the public contract award documentation (detailed technical requirements are listed in the technical part of this documentation) under applicable standards, technical regulations and legislation and within the proposed implementation deadline.

MEANS OF PROOF *(for the tenderer and/or co-tenderer)*:

- ESPD (in "Part IV: Selection criteria, Section C: Technical and professional capacity").
- Declaration
- Other supporting documents from the technical part of the public contract award documentation *(by individual lot)*.

9. PUBLIC CONTRACT AWARD CRITERION

After they open the applications/tenders, the Employer shall review them and determine their compliance with the requirements comprised herein. The Employer may require additional clarifications or means of proof from the tenderer which they need in order to assess the applications/tenders.

The Employer shall award the contract on the basis of the most economically advantageous tender, i.e., on the basis of the tender price.

The assessment shall take place by each lot separately.

A tenderer submitting an admissible application/tender with the lowest total tender price (exclusive of VAT) shall be selected the lowest tenderer.

If two or more admissible tenders offer the same total final tender price reached in the last round of negotiations, the Employer shall select the tender which was submitted earlier via the e-JN system.

10. FINANCIAL COLLATERAL

To secure them fulfilling their obligations, the tenderer shall submit an advance payment bond to the Employer *(only in the event of payment terms of option 2 under section 8 of the model contract – at the time of submitting the application, the tenderer selects this option in Appendix 2 to this documentation)*. The bond must be unconditional, irrevocable, payable at first call and shall content-wise not deviate from the model bond comprised herein. The term "bond" used herein shall also apply

to adequate insurances taken out with insurance companies. The bond shall be denominated in the currency in which the public contract is denominated.

a) Advance payment bond

The selected tenderer with whom the contract will be concluded will also have to submit to the Employer *(in the event of payment terms under option 2)*:

- an advance payment bond in the amount of 20% of the value of the contract (exclusive of VAT), valid for no less than 60 days from the date of the provision of the service under the contract, with the bond essentially in the form and content as defined in Appendix No. 6a. The advance payment bond must be submitted at the time the advance payment invoice is issued. The amount of the advance payment bond could be decreased commensurate with the already provided services.

11. APPLICATION/TENDER

11.1 TENDER DOCUMENTATION

The tender documentation consists of documents listed under Section 16 of this documentation and supporting documents (means of proof) listed under Section 8 of this documentation.

After reviewing the applications/tenders, the Employer will invite the lowest tenderer to submit the means of proof listed after each requirement or grounds for exclusion.

At the time the application/tender is submitted, the Employer may, instead of certificates issued by public authorities or third parties, also accept the European Single Procurement Document (ESPD) which comprises the tenderer's own declaration of them not being in a position that would make them excluded from further participation in the contract award procedure and fulfilling the required participation criteria, while at the same time providing relevant information required by the Employer. In addition, the ESPD also comprises the details of the official authority or third party responsible for the issue of means of proof as well as an official declaration of the tenderer being able to submit any such proof immediately upon request.

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

The economic operator shall import the Employer's ESPD form (XML file) to the application at the following link: <http://www.ejn.gov.si/espd/> and shall insert the required details directly into it. No registration is required for tenderers to use the eESPD application that enables the electronic ESPD service within the e-JN information system.

To provide assistance to tenderers in completing the ESPD form, there are ESPD instructions for use for tenderers available on the e-JN website (Instructions for use and forms (gov.si)). The application can be accessed via most known online browsers (e.g. Mozilla Firefox, Google Chrome, Microsoft Edge). The Internet Explorer was replaced by the new online browser Microsoft Edge. With the updates for Microsoft Internet Explorer not being available, the use of the latter is no longer supported. Consequently, the use of Internet Explorer in the eESPD application might cause issues over which neither the e-JN information system administrator nor the user have any influence or responsibility for (e.g. inactivity of all functions of the application).

The tenderer, i.e., the economic operator may complete the ESPD form gradually. They can do this by exporting and storing the ESPD form to their personal computer or other electronic media (.xml format) each time they are done preparing or completing it. Whenever they wish to continue with the preparation, they upload the partially completed ESPD form into the eESPD application in line with the instructions comprised in this section and continue with the preparation of the same.

The eESPD application also enables foreign candidates/tenderers to prepare the ESPD form. If this is the case, the tenderer shall replace the Slovene language with the English one by selecting the appropriate option in the upper right corner of the application (they shall mark EN instead of SI).

The completed and signed ESPD form shall be attached to the application/tender for all economic operators that participate in the tender in any way (tenderer, participating tenderers in the event of a joint application/tender, economic operators the capacities of which the tenderer and subcontractors refer to).

The completed ESPD form attached to the application/tender submitted by the tenderer shall be in an electronic and no other form. The eESPD application allows the .xml format of the ESPD form to be signed electronically. E-signing is possible with a qualified digital certificate.

If the tenderer uses the e-JN information system to submit their application/tender, such tenderer shall, at the time of submitting their application/tender in the e-JN information system, upload their ESPD under the tab "Documents", section "ESPD - Tenderer". However, the ESPD of other participants shall be uploaded under the tab "Participants", section "ESPD - Other participants". The tenderer submitting their application/tender in the e-JN information system, shall upload an electronically signed ESPD form in an .xml format or an unsigned ESPD form in an .xml format. However, in accordance with the general terms and conditions that apply for the use of the e-JN information system, the unsigned form shall be deemed to constitute a legally binding document having the same effect as the signed one.

For other participants, the tenderer shall upload the signed ESPD form in a .pdf format or an electronically signed ESPD form in an .xml format under the tab "Participants", section "ESPD - other participants".

At any time during the contract award procedure, the Employer may request from the tenderers to submit all supporting documents or a part thereof in relation to the data stated in the ESPD form which is not available in public records.

A tenderer submitting the application/tender declares, under material and criminal liability, that all information and documents provided in the application/tender are true. Otherwise, the tenderer is liable for all the damage caused to the Employer.

11.2 DRAWING UP THE APPLICATION/TENDER

11.2.1 Supporting documents evidencing the fulfilment of technical requirements from the documentation

The subject of the application/tender must meet at least the minimum technical requirements listed in the technical part of this documentation.

11.2.2 "Proforma Invoice" form

The tenderer's proforma invoice shall comprise any and all items taking account of the technical requirements of this documentation. *(The tenderer shall submit the data in Phase 2 of the public contract award procedure)*

Apart from the proforma invoice, the tenderer shall also complete and submit the Specification of services. The total tender price stated in the proforma invoice shall be rounded to two decimals. The price rounded to two decimals shall be evident from both the proforma invoice form in a PDF format and from the Specification of services form.

The tenderer shall not be allowed to change the content of the Specification of services. The tender price shall comprise all discounts and costs (transportation and other cost, if any) incurred by the tenderer in relation to the implementation of the contract.

Should the Employer notice any manifest arithmetical errors while assessing the applications/tenders, they shall act in line with Article 89(7) of the Public Procurement Act (ZJN-3).

The tenderer shall upload the proforma invoice in the e-JN system under the tab “Proforma Invoice” in a PDF format (its completed version shall be submitted in Phase 2 of the public contract award procedure).

In the event of discrepancies between the content of the specification of services and the content of the proforma invoice the former shall prevail.

11.3 OTHER PROVISIONS FOR THE PREPARATION OF THE APPLICATION/TENDER

11.3.1 Joint application/tender

In accordance with Article 10(3) of the Public Procurement Act, groups of economic operators, including temporary associations, may participate in the public procurement procedure. They shall not be required to have any specific legal form.

If a group of economic operators submits a joint application/tender they shall, provided they are selected, also submit a legal act on the joint implementation of the contract. The legal act on the joint implementation of the contract shall specify the tasks and responsibilities of individual contractors involved in the implementation of the contract, and the following shall proceed therefrom:

- appointment of the lead partner in the implementation of the contract;
- power of attorney vested in the lead partner for the signing of the application/tender and the contract;
- statement that all tenderers involved in the application/tender have been acquainted with the instructions to the tenderers for formulating the applications/tenders as well as with the tender specifications and award criterion, and have agreed in full thereto;
- they have been acquainted with the payment conditions from the public contract award documentation with all payments being made via the main contractor;
- that they shall be liable to the Employer jointly and severally;
- in the event that one of the partners to the consortium goes bankrupt or changes their corporate form, they may be replaced with a new partner under the condition this new partner meets the required conditions;
- the volume of the transaction (the exact indication of the type and volume of services to be provided by individual contractor, and their responsibilities);
- the manner of appointing subcontractors (by individual co-applicants or by the main contractor); and
- the appointment of responsible persons who shall be responsible for the implementation of the relevant contract.

Each tenderer involved in a joint application/tender shall on their own demonstrate the absence of grounds for exclusion under the Public Procurement Act (ZJN-3).

If the application/tender has been submitted by a group of tenderers, the application/tender shall state the required data on the joint application/tender stated in the form entitled “Tenderer/co-tenderer details”.

The “Proforma Invoice” form shall be submitted by all tenderers participating in the joint application/tender (one form signed by at least one of the tenderers participating in the joint application/tender).

In Phase 2 only those tenderer/group of tenderers may submit the tender who submitted the same in Phase 1. No changes to tenderers are allowed between the phases. Should any such change occur, the Employer shall eliminate any such tender from the public contract award procedure as inadmissible.

11.3.2 Application/tender with subcontractors

The tenderer may submit the application/tender on their own or they may engage subcontractors. An application/tender involving subcontractors is a tender where, apart from the main contractor, other economic operators are also involved (hereinafter: subcontractors). In accordance with Article 94(1) of the Public Procurement Act (ZJN-3) a subcontractor shall be an economic operator – a legal or natural person – with whom the Employer has concluded a contract or a framework agreement under this Act, that supplies goods or services or performs works that are directly linked to the subject-matter of the public contract.

Where a tenderer intends to perform the public works or services contract by using subcontractors, they shall submit the following to their application/tender:

- a list of all subcontractors they intend to involve and the parts of the contract which they intend to subcontract;
- contact details and legal representatives of the proposed subcontractors;
- completed ESPD form in respect of these subcontractors in accordance with Article 79 of the Public Procurement Act (ZJN-3); and
- a subcontractor's request for direct payment where the subcontractor so requires.

Only where direct payment is requested by a subcontractor, shall direct payment to such a subcontractor be deemed to be mandatory in accordance with this Act and this obligation shall be binding on the Employer and the main contractor. Where the tenderer intends to perform a contract by using a subcontractor that requests direct payment, the following shall be required:

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

While assessing the application/tender, the Employer reserves the right to verify the existence or non-existence of the subcontractors' request for direct payment; the same applies if a new subcontractor is engaged during the implementation phase of the contract.

In accordance with Article 94(3) of the Public Procurement Act the main contractor shall notify the Employer of any changes to information on subcontractors and shall send information on new subcontractors that they intend to subsequently involve in the implementation of the public contract. They shall do so no later than within five (5) days of hiring a new subcontractor. **Should the Contractor fail to do so, the Employer has the right to charge them a contractual penalty in the amount of EUR 5,000.00 for each identified violation in relation to notification of changes obligation.**

Just as is the case for the main contractor, there shall also be no grounds for exclusion in terms of any of the appointed subcontractors.

Should there be any grounds for exclusion in relation to any of the subcontractor or should any of the subcontractor fail to meet the adequate conditions for participation stated herein, the Employer shall reject any such subcontractor and request them to be replaced.

Where a tenderer intends to perform the public contract by using subcontractors, they shall submit the following to their application/tender:

- List of subcontractors stating the scope of works to be undertaken by each of them and the estimated share of works undertaken by each of them commensurate to the full scope of works.
- Subcontractor details.
- Consent, i.e. an authorisation of the contractor and subcontractor.

The Employer shall file a motion to the National Review Commission to instigate the minor offence proceedings:

- whenever the Employer has reason to suspect that, in the procurement procedure, a tenderer has submitted false statements or a forged or altered document as genuine, as is stipulated under Article 89(11) of ZJN-3;
- if the main contractor fails to act in line with Article 94 of the Public Procurement Act (ZJN-3).

11.3.3 Variant applications/tenders

Variant applications/tenders are inadmissible.

11.3.4 Language of applications/tenders

The contract award procedure shall take place in the Slovene language. All documents relating to the award of the contract shall be in the Slovene and/or English language.

The correspondence between the tenderer and the Employer shall take place either in the Slovene or English language. In the event of ambiguities or dispute, the Slovene language shall prevail.

11.3.5 Validity of applications/tenders

An application/tender shall remain valid for at least 150 days as of the date on which the time limit for the submission of applications/tenders expires.

The Employer and tenderers agree that under exceptional circumstances the Employer may require for the tenderers to extend the validity of their applications/tenders for an additional period of time determined by the Employer.

11.3.6 Cost of applications/tenders

All cost related to the preparation and submission of applications/tenders shall be borne by the tenderer.

11.3.7 Anti-corruption provision and condition subsequent

During the public contract award procedure neither the Employer nor the tenderers may initiate or perform any actions that would predetermine the selection of certain application/tender or cause the contract not to enter into force or not to be implemented.

Any kind of lobbying in the public contract award procedures is prohibited.

The agreement shall be concluded under the condition subsequent which shall be fulfilled if one of the following conditions is met:

- if the Employer has knowledge that the court has, through a final decision, established that the Contractor or a subcontractor had violated labour, environmental or social legislation; or
- if the Employer has knowledge that during the implementation of this Contract the competent state body established that the contractor or subcontractor committed at least two breaches in relation to:
 - the payment for the work performed,
 - working hours,
 - breaks,
 - performance of work under civil law contracts notwithstanding the existence of elements of employment relationship; or
 - illegal employment,
for which they have been fined by one or more final decisions.

If the Employer becomes aware of the violation, they shall inform thereof the contractor within ten days.

The contractor may, within the time limit specified by the Employer, with the time limit being maximum fifteen (15) days, produce evidence demonstrating that they have adopted sufficient measures to prove their reliability despite pending violations. If it was the subcontractor who committed the violation, the contractor may within the same time limit produce evidence demonstrating that the subcontractor has adopted sufficient measures to prove their reliability despite pending violations. If the contractor fails to produce evidence for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, the contractor may replace the subcontractor within the time limit determined by the Employer, with the time limit being maximum fifteen (15) days as is stipulated under Article 94 of the Public Procurement Act (ZJN-3), or they may take over the part of works which they subcontracted, providing such replacement or taking over of the works does not imply a significant change to the contract. If the contractor fails to produce evidence either for themselves or for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, or if the contractor does not take over the works themselves or fail to propose a new subcontractor, or if the Employer rejects the new subcontractor in accordance with Article 94 of the Public Procurement Act (ZJN-3), the condition subsequent shall be deemed fulfilled provided that there is at least six months from the time the Employer is informed of the violation until the expiry of the contract. Notwithstanding the preceding sentence, the public works contract shall not be terminated if the termination of the contract would cause the Employer disproportionate costs or substantial difficulties for the smooth execution of the works or disproportionate delays, and provided that the Employer informs the contractor that the contract is not to be terminated no later than twenty (20) days after becoming aware of the violation.

In the case that a condition subsequent is satisfied, the contract for the relevant contractor shall be deemed to be terminated on the date of conclusion of a new contract for the relevant public contract award procedure. The Employer shall inform the contractor of the date of conclusion of the new contract.

If within sixty (60) days of becoming aware of the violation, the Employer fails to initiate the new public contract award procedure, the contract shall be deemed terminated on the sixtieth (60th) day of the date on which the Employer becomes aware of the violation.

12. NOTIFICATION ON THE AWARD OF THE CONTRACT

The Employer shall publish a signed decision on the award of the contract on the public procurement portal and on the TED portal. Such decision shall be deemed delivered as of the date of its publication on the public procurement portal.

13. WITHDRAWAL FROM THE TENDER PROCESS

Based on Article 90(8) of the Public Procurement Act (ZJN-3), the Employer may, after having adopted the contract award decision, withdraw from the tender process before signing the contract on the grounds that they no longer need or have no funds for the subject-matter of procurement or that they have reasonable cause to suspect that the contents of the contract were or could be a result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond their control have arisen that have rendered the performance of the contract with the selected tenderer impossible. Should this be the case, the Employer shall inform the tenderers in writing of their decision as well as of the grounds on which they have withdrawn from the tender process.

14. CONTRACT

The tenderer who will submit an admissible application/tender within the meaning of point 29 of Article 2(1) of the Public Procurement Act (ZJN-3) shall be invited to conclude a contract for individual lot the public contract. In the event when in the past tender process the tenderer failed to respond to the invitation to enter into the contract or failed to sign the contract and withdrew from their intent to enter into the contract, the Employer reserves the right to take account of such past circumstances and consider any such withdrawal a negative reference in the relevant tender process as well as in any future tender processes to be carried out by them.

Apart from the remedies provided for by the law (ZJN-3), the Employer may also demand from the tenderer who has withdrawn from the intent to enter into the contract for individual lot, to indemnify them for any additional damage they incurred as a result of the selected tenderer's actions. If the selected tenderer refuses to sign the contract for individual lot, the Employer reserves the right to select the candidate who came second. If this tenderer, too, withdraws from the application/tender, the Employer may invite the candidate who came next to conclude the contract and so on and so forth. In any such case, the Employer shall only select the application/tender of the next tenderer if their application/tender is admissible and if this is in the interest of the Employer.

The Employer shall conclude a contract for individual lot with the selected tenderer only in the event of successfully concluded verification procedures of management bodies, control bodies and owners and provided all conditions from the regulations and acts governing the operations of Employers have been met. If the Employer withdraws from the intent to conclude a contract for individual lot, the tenderer shall not be entitled to demand any kind of indemnification or compensation from them in relation thereto.

Once they adopt a decision on the award of the public contract, the Employer shall sign a contract with the selected tenderer either for the public contract in full or for individual lot thereof once the decision on the award of the contract becomes final. The Employer reminds the tenderers that the contract will essentially be concluded in the form that proceeds from the model contract or that is in line with this documentation.

In accordance with Article 14(6) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia No 69/11-UPB2) the tenderer shall be obliged, at the request of the Employer, before concluding the contract, to submit a declaration or information on the participation of natural and legal persons in the ownership of the candidate, including the participation of silent partners, as well as on economic operators which are considered to be associated companies to the candidate under the provisions of the Companies Act. If it is established that the selected tenderer submitted a false declaration or that the information contained in the declaration was untrue, this shall lead to a nullity of the contract.

Before signing, the contract will, in terms of the content, be adjusted to reflect the actual situation, i.e., the submission of a joint application/tender, participation of subcontractors etc.

The Employer reserves the right to:

- increase the volume of contractual services (e.g. they order additional services etc.) according to the Employer's actual requirements during the implementation of the contract;
- reduce the volume of contractual services should the Employer's requirements for services decrease during the implementation of the contract.

Should the Employer's requirements decrease, the tenderer knows and consents that due to the aforementioned proviso they may not reasonably expect to have any profit and that they are not entitled to any rights arising from the loss of income and loss of profit owing to the loss of positive business interest and shall not be entitled to any indemnification, damages etc. The envisaged volume of services may also deviate from the estimates owing to the circumstances which the Employer was unable to foresee at the time of publishing the documentation.

The Employer reserves the right to change the service implementation deadline provided the envisaged overhaul date is postponed to 2026 or to any other date; and the right to extend the deadline for completing the implementation of the services if for reasons attributable to the Employer there is a delay, a suspension of the implementation of services, if the Employer orders additional services or demands that the implementation be carried out in a significantly different manner affecting the critical channels in the implementation of services – for as much time as is necessary for the services to be implemented.

The Employer reserves the right to postpone, change or extend the implementation deadline and/or time schedule for individual lot on account of circumstances attributable to the Employer and in the event the date scheduled for the overhaul service has changed, and the tenderer agrees thereto.

Owing to potential unforeseen circumstances (e.g. postponed shut-down of unit 6, proven difficulties/delays in transporting and supplying the materials required for the goods and thereto related disturbances of production or limited production etc. through no fault of the tenderer) the provision of the services may be rescheduled or postponed for as long as such unforeseen circumstances lasted. This, however, shall not change the obligations the tenderer has under the contract or the value of the contract.

Owing to potential unforeseen circumstances that might result in the postponement of the date scheduled for the overhaul, the implementation of services might also get postponed or extended with a prior agreement of the Employer, for as many days as the unforeseen circumstances lasted. This, however, shall not change the obligations the tenderer has under the contract or the value of the contract.

The Employer reserves the right to extend the deadline for the completion of the provision of services if for reasons attributable to the Employer the provision of services is postponed or suspended at the request of the Employer, if the Employer orders additional services or demands that the services be provided in a significantly different manner affecting the critical channels required for the provision of services - for as much time as is required for the provision of services to be completed; if there are unexpected physical circumstances at the site among which are physical conditions, unexpected underground and hydrology conditions, physical obstacles which the Contractor encounters while providing services with these circumstances affecting the critical channels required for the implementation of works – for as much time as is required for the provision of services to be completed.

If the selected tenderer fails to provide the services within the agreed time limit, the Employer may for reason of coverage order services from another contractor and demand from the selected tenderer the difference between the purchase price determined in the contract and the purchase price paid for the coverage purchase.

Any changes to the contract that might be necessary shall for all the things listed above be implemented in line with point one of Article 95(1) of Public Procurement Act (ZJN-3).

By submitting the application/tender, the tenderer consents with the Employer's provisos set out in the contract award documentation, so the Employer may, if applicable, implement them unilaterally according to their requirements.

The selected tenderer shall be obliged to return the signed contract no later than within seven (7) business days of having it received for signature. Otherwise, the Employer may assume the tenderer has withdrawn from their intent to conclude the contract. Should this not be possible for objective reasons, the Employer may extend the deadline at the tenderer's request. The contract shall be deemed executed when it is signed by all contracting parties (in case of joint application/tender this means all partners, too).

15. LEGAL PROTECTION

In accordance with the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia No 43/2011, as amended; hereinafter referred to as: the Legal Protection in Public Procurement Procedures Act) a request for legal protection in public procurement procedure may be filed against any action or measure taken by the Employer during the tender process unless the act governing the public procurement or the Legal Protection in Public Procurement Procedures Act stipulate otherwise.

Before the applications/tenders are submitted, the time limit for filing a review request referring to the content of the publication, invitation to submit an application/tender documentation shall be 10 (ten) business days from the date of publication of the notice of public tender or from the date of receipt of the invitation to submit an application/tender. If the Employer changes or amends the particulars in the notice, invitation to submit an application/tender or public contract award documentation, the review request, which refers to the changed, amended or clarified notice, invitation to submit an application/tender or public contract award documentation or to a particular from the original notice, invitation to submit an application/tender or public contract award documentation directly related thereto, may be filed within 10 (ten) business days from the date of publication of the notice on additional information, information on the procedure pending or corrigendum, provided such notice changes or amends the requirements or the criteria for selecting the lowest tenderer.

The review request shall be substantiated and shall be submitted via the eRevizija portal.

The review request shall contain the following data: name and address of the person/entity filing the review request and their contact person; name of the Employer; the reference number of the public contract or of the decision on awarding the public contract or on qualitative selection; the subject of the public contract; alleged violations, facts and evidence proving the violations; power of representation, if the applicant acts through an attorney and a receipt of the fee being paid to the account of the Ministry.

The applicant shall attach to the review request a receipt demonstrating that they paid the fee from Article 71 of the Legal Protection in Public Procurement Procedures Act (ZPVPJN) in the amount of EUR 4,000.00. The fee shall be wired to current account no. SI56 0110 0100 0358 802, held with Banka Slovenije, Slovenska 35, 1505 Ljubljana, Slovenia – implementing the budget of the Republic of Slovenia, ref. no. 11 16110-7111290-XXXXXXLL. The last eight digits represent the number of the publication on the public procurement portal with X signifying the number of the publication of the notice and L signifying the year. If the number of the publication of the notice has less than 6 digits, "0" should be entered in the preceding fields.

16. APPENDICES

- Appendix No. 1: *Proforma invoice (the tenderer shall submit the completed proforma invoice in Phase 2 of the public contract award procedure)*
- Appendix No. 2: Declaration of the tenderer
- Appendix No. 3: Tenderer/co-tenderer details
- Appendix No. 4: Appointment of the person responsible for the preparation of the application/tender
- Appendix No. 5: Declaration on joint application/tender
- Appendix No. 6: Declaration of a bank/insurance company on the submission of the advance payment bond
- APPENDIX No. 6a: Model advance payment bond
- Appendix No. 7: List of subcontractors
- APPENDIX No. 7a: Subcontractor details
- Appendix No. 8: Consent, i.e. an authorisation of the contractor and subcontractor.
- Appendix No. 9: Declaration on the participation of natural and legal persons in the capital of the tenderer

DECLARATION

1. We hereby confirm to fully agree with the terms and conditions stated in the documentation for the Provision of services during the overhaul of Unit 6 – Lot No.: _____ (*the tenderer shall state the number(s) of the lot(s) for which they are submitting their application/tender*) and we further confirm to submit our application/tender for the provision of services in accordance with the said terms and conditions under which we will implement the subject of the public contract. In the event that additional documents and/or information which comprises different terms and conditions is attached to our tender documentation, we hereby declare that the terms and conditions from the Employer's documentation shall apply and that the additional documents and/or information is irrelevant.

2. By submitting this application/tender we oblige to provide the services during the overhaul of Unit 6 - lot No.: _____ (*the tenderer shall state the number(s) of the lot(s) for which they are submitting their application/tender*) in full compliance with the public contract award documentation from the preceding paragraph.

3. In the event of concluding the contract we undertake to provide the services - lot No.: _____ (*the tenderer shall state the number(s) of the lot(s) for which they are submitting their application/tender*) within the agreed time limits defined under the Employer's terms and conditions.

4. Our application/tender shall be valid for at least 150 days from the date on which the deadline for the submission of applications/tenders expires and shall remain binding and available to the Employer at any time before the expiry of this deadline. We agree that under exceptional circumstances, provided the Employer so requires, we will extend the validity of the application/tender for an additional period of time determined by the Employer.

5. The application/tender is submitted as a whole, together with tender documents, other attached information and declarations requested in the public contract award documentation, and shall, together with your decision on the selection of the lowest tenderer and any subsequent application/tender coordination documentation constitute the basis for the contract.

6. We have carefully examined the documentation relating to the award of the public contract that was made available by the Employer, got acquainted with the restrictions and conditions for the provision of services under this documentation and took them into account in the preparation of our application/tender.

7. We hereby declare that all details comprised in the application/tender are true, authentic and correspond to the actual state. Should, during the tender process, any circumstances arise which could affect the actual state communicated to the Employer, we shall inform them forthwith of any such circumstance.

8. We hereby declare that for the entire duration of the procedure for the Provision of services during the overhaul of Unit 6 - lot No.: _____ (*the tenderer shall state the*

number(s) of the lot(s) for which they are submitting their application/tender) we meet the requirements under the Slovene legislation and we agree to the jurisdiction of the Slovene court in the event of any dispute.

9. We hereby declare to have sufficient capacities to provide the services under this public contract. We also declare that our financial situation is sufficient to provide the services under this public contract and that we have the ability to provide the services under the public contract.

10. We hereby declare that we are fully capable of providing the required services and that we will provide them in line with the Employer's requirements.

11. We agree that the Employer is under no obligation to accept any of the applications/tenders received, that the tenderer and all other entities shall bear the cost relating to the preparation and submission of the application/tender, i.e., all the cost relating to the participation in the tender procedure, and that in no event, not even in the event of the Employer's withdrawal from the award of the contract, shall the tenderer or any other economic operator be reimbursed for any of its cost.

12. The tenderer shall ensure that the e-mail address provided by them in the e-JN system is operational and acknowledges the fact that the Employer accepts no responsibility for non-receipt of e-mails sent to the e-mail address provided. The moment an e-mail is sent via the e-JN system or the procurement portal to the e-mail address indicated, the tenderer shall be deemed to have received it.

13. We hereby state to fully agree with the text of the model contract which is attached to this documentation relating to the award of the public contract. As for the payment terms, we hereby select option _____ (the tenderer shall state the option from section 8 of the model contract).

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

Signature of a subcontractor/capacities of other economic operator/co-tenderer in the joint application/tender, provided the tenderer participates in a joint tender/engages subcontractors or capacities of another economic operator:

Name and surname: _____

Position: _____

Signature: _____

Date: _____

APPENDIX No. 3

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

TENDERER/CO-TENDERER DETAILS
for lot No. _____

TENDERER

Full company name:	
Company's short name:	
Company's registered office:	
Legal representative:	
Authorised person:	
Number of employees:	
ID/tax number:	
Company registration number:	
Current account number:	
Telephone:	
Fax:	
E-mail:	
Person authorised for negotiations and signature of the contract:	

CO-TENDERER

Co-tenderer's full name:	
(Co-tenderer's short name):	
Company's registered office:	
Legal representative:	
Authorised person:	

APPLICATION/TENDER

Application/tender number	
---------------------------	--

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

APPENDIX No. 4

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

**APPOINTMENT OF THE PERSON RESPONSIBLE FOR THE PREPARATION OF THE
APPLICATION/TENDER
for lot No. _____**

Tenderer

hereby appoints

Name and surname	
Education	
Position within the company	
Address	
Telephone	
E-mail	

who shall be responsible for the preparation of the application/tender in line with this contract award documentation and is authorised to represent us in all the matters relating to the application/tender until the contract has been signed.

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

APPENDIX No. 5

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

COMPANY
COMPANY
COMPANY

**DECLARATION ON JOINT APPLICATION/TENDER
for lot No. _____**

As regards the application/tender for the relevant public contract we hereby declare:

- that in the implementation of this application/tender, i.e., in the implementation of this public contract we participate in a joint tender;
- that under this declaration we hereby authorise (name, firm) as the lead company, i.e., to represent us vis-a-vis the Employer; and
- that we shall be jointly and severally liable to the Employer for the implementation of this public contract.

Lead company legal representative

Member..... legal representative

Member..... legal representative

Member..... legal representative

In the event of a joint application/tender, the Employer shall, after awarding the contract and before the contract is signed, require from the selected group of economic operators to submit an adequate legal act on joint implementation of the contract which shall essentially comprise the details as is provided for in section 11.3.1 of the public contract award documentation.

Place and date:

The economic operator that authorises the lead partner confirms the foregoing by submitting the ESPD form.

DECLARATION ON THE SUBMISSION OF THE ADVANCE PAYMENT BOND

We, the bank/insurance company, ... hereby declare that in the event the tenderer is selected for, we are prepared to provide the following guarantee, i.e.:

- an advance payment bond in the amount of 20% of the contract, exclusive of VAT (*only in the event the payment terms of option 2 under section 8 of the model contract are selected*) the wording of which shall essentially correspond to the wording comprised in the model advance payment bond attached hereto under section 6a.

This declaration shall remain valid until (*for at least 150 days as of the date on which the time limit for the submission of tenders expires. In the event the validity of the application/tender is extended, the validity of this declaration shall be extended accordingly*).

Place and date:

.....
(stamp and signature of the bank/insurance company)

MODEL ADVANCE PAYMENT BOND

TYPE OF GUARANTEE: *(please insert the type of guarantee/bond: surety insurance/bank guarantee)*
NUMBER: *(Insert the number of the bond)*

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

PRINCIPAL: *(Insert the name and address of the principal, i.e. the tenderer selected in the public contract award procedure)*

BENEFICIARY: *(Insert the name of the Employer)*

UNDERLYING TRANSACTION: The principal's obligation under Contract No. of *(Insert the number and date of the contract concluded on the basis of the public contract award procedure with reference number XXXXXXXX) for (Insert the subject of the public contract)*

AMOUNT AND CURRENCY: *(Insert the maximum amount both in numbers and words, and the currency)*

DOCUMENTS WHICH APART FROM THE DECLARATION HAVE TO BE ATTACHED TO THE REQUEST FOR PAYMENT AND ARE SPECIFICALLY REQUESTED IN THE TEXT BELOW:
(None/State the document)

LANGUAGE TO BE USED IN THE REQUESTED DOCUMENTS: Slovene/English

MANNER OF SUBMISSION: in a paper form via registered mail or via any other type of express courier services or in an e-form via SWIFT system at the following address *(State the Surety's SWIFT address)*

PLACE OF SUBMISSION: *(The surety shall insert the address of the subsidiary where the paper documents should be delivered or an e-mail address if they are to be delivered in an e-form, such as for example the Surety's SWIFT address)*

Notwithstanding the foregoing, the paper documents may be submitted at any subsidiary of the Surety in the Republic of Slovenia.

EXPIRY DATE: DD MM YYYY *(Insert the bond's expiry date)*

THE PARTY OBLIGED TO PAY THE COST: *(Insert the name of the principal, i.e. the tenderer selected in the public contract award procedure)*

In our capacity as a Surety, we hereby irrevocably undertake to pay to the Beneficiary any amount up to the amount of the bond, when the Beneficiary submits a valid request for payment in the above stated form signed by duly authorised signatory/signatories, together with other documents, provided they are listed here above, and in each case with the declaration of the Beneficiary, which is either included in the request for payment itself or written on a separate document, signed and attached to the request for payment or referring to it, and which states in what sense the Principal failed to meet their obligations from the underlying transaction.

Any request for payment under this bond must be received on the date on which the bond is valid or before such date in a place of submission stated above.

Any potential dispute in relation to this bond shall be resolved by the competent court of Ljubljana having substantive jurisdiction under the Slovene law.

This bond is subject to Uniform Rules for Demand Guarantees (URDG), revised in 2010 and issued by ICC under No. 758.

Surety:
(stamp and signature)

APPENDIX No. 7

(Please circle as appropriate)

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

LIST OF SUBCONTRACTORS
for lot No. _____

The tenderer hereby declares (please circle a) or b) as applicable)

a) to implement the relevant public contract with the following subcontractors:

Subcontractor	Type of works	Value of works* (Exclusive of VAT)	Implementation deadline	Share in the total tender value of works

**The tenderer shall submit this form at the time of submitting their application (Phase 1 of the procedure); in the column "Value of works" they shall write down the proportion of works/services (in %) to be provided by the subcontractor. *The tenderer shall also submit the form at the time of submitting their tender and final tender (Phase 2 of the procedure) by writing down the value of works/services in the column "Value of works".*

We hereby declare that

- during the implementation of the public contract, we will inform the Employer of any changes to the information referred to in point a) and provide information on any new subcontractors that we subsequently intend to include in the implementation of the contract, no later than five days after the change.

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

b) We hereby declare that no subcontractors are involved

We are aware of the fact that if we fail to report all the subcontractors, the Employer may terminate the contract on grounds of fault if they discover at a later stage that we engaged subcontractors or subcontractors which we failed to report, even if at the time of application/tender submission the subcontracting relationship had already been in place.

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

APPENDIX No. 7a

(To be completed and attached only if subcontractors are involved)

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

SUBCONTRACTOR DETAILS
for lot No. _____

Employer: Termoelektrarna Šoštanj d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj

Subject of the application/tender: Provision of services during the overhaul of Unit 6

SUBCONTRACTOR

Full company name:	
Company's short name:	
Company's registered office:	
Legal representative:	
Authorised person:	
Number of employees:	
ID/tax number:	
Company registration number:	
Current account number:	
Telephone:	
E-mail:	
Person authorised for negotiations and signature of the contract:	

Place and date:

The tenderer confirms the foregoing by submitting the ESPD form.

If there are more subcontractors involved, the data should be submitted for each of them separately.

APPENDIX No. 8

(To be completed only if a subcontractor's request for direct payment is attached)

(The tenderer shall complete and submit the form for each lot separately as each lot is considered a separate/individual unit)

Contractor: _____ (*Tenderer's name and address*)

Subcontractor: _____ (*Subcontractor's name and address*)

**CONSENT AND AUTHORISATION OF THE CONTRACTOR AND SUBCONTRACTOR
for lot No. _____**

For the subject of the public contract "Provision of services during the overhaul of Unit 6" we, the tenderer, **hereby authorise the Employer and declare the following:**

- in the event we are selected the lowest tenderer, we hereby authorise the Employer to make any payments for the work subcontracted directly to subcontractors based on an a preliminarily approved invoice/statement;
- in the event we are selected as the lowest tenderer we hereby state to be fully responsible for subcontracted works listed in Appendix No. 7;
- we hereby declare to attach to our invoices/statements the invoices/statements of our subcontractors approved beforehand by us.

In our capacity as a subcontractor, we hereby state, that:

- the Employer shall pay our receivables due from the tenderer (i.e., the tenderer who subcontracted works to us), which shall proceed from the work performed under the relevant public contract, directly to our current account, i.e., on the basis of issued statements approved beforehand by the tenderer; any such statements shall be attached to the invoices issued by the tenderer to the Employer.

The tenderer and subcontractor confirm the foregoing by submitting the ESPD form via the e-JN system.

If there are more subcontractors involved, the appendix should be completed for each of them separately.

**DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE
CAPITAL OF THE TENDERER
for lot No. _____**

As regards the public contract "Provision of services during the overhaul of Unit 6« published on the public procurement portal on _____ under notice number _____ and in accordance with Article 14(6) of the Integrity and Prevention of Corruption Act (ZintPK) of the Republic of Slovenia we hereby give the following

**DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE
CAPITAL OF THE ECONOMIC OPERATOR**

I, the undersigned legal representative of the economic operator (company name/name of the economic operator, company registration no., address):

Direct and indirect participation in the ownership of the economic operator:

1) Participation of **natural persons**

Name and surname	Residence address	Ownership stake

2) Participation of **legal persons**²

Company name	Registered office	Company registration no.	Ownership stake	Owners of ownership stakes/company shares

3) Participation of **silent partners in the economic operator or owners of the economic operator**

Firm/name and surname	Registered office/residence address	Company registration no./national ID number	Ownership stake

²For public limited companies only those shareholders shall be stated who, indirectly or directly, hold more than five percent of the company's shares or have more than a five percent share in the company's founders' rights, management or capital.

4) **Participation of economic operators associated with the economic operator or owners of the economic operator - companies associated to the economic operator and owners of the economic operators³**

Company name	Registered office	Company registration no.	Ownership stake

I, the economic operator, hereby give my consent for the Employer to submit this declaration or data comprised herein to the Commission for the Prevention of Corruption in accordance with article 14(6) of the Integrity and Prevention of Corruption Act (ZintPK). The Employer shall be obliged to protect the content of the declaration in line with the provision of the Personal Data Protection Act.

The economic operator represents and warrants that the data comprised herein is up to date, true and accurate. If the economic operator submits a false declaration or provides inaccurate data regarding the facts contained in the declaration, this shall lead to a nullity of the contract/framework agreement.

The economic operator explicitly represents and warrants that they stated all natural persons that, either directly or indirectly, have a participating stake in the capital of the economic operator.

Name and surname: _____

Position: _____

Signature: _____

Date _____

³ The definitions of associated companies in Article 527 of the Companies Act (Official Gazette of RS No 65/2009-ZGD-1-UPB1, as amended) shall apply.