

Contracting authority: **University of Ljubljana, School of Economics and Business,**
Kardeljeva ploščad 17, 1000 Ljubljana

Tender documentation in an open procedure:

"Provision of the e-learning management system"

Ljubljana, July 2024

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1 Subject and information on the public procurement

University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17, 1000 Ljubljana (hereinafter: the contracting authority), in accordance with Article 40 of The Public Procurement Act (Official Gazette of the RS, no. 91/15, 14/18, 121/21, 10/22, 74/22 – Constitutional court decision, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F, hereinafter ZJN-3) invites all interested bidders to submit their written bid in accordance with this documentation, published on the Public Procurement Portal in an open procedure for:

"Provision of the e-learning management system"

The subject of the contract is defined in this tender documentation in Chapter 13, Technical requirements.

The contract on the provision of the e-learning management system is concluded for a period of 48 months, from Oct 1 2024 to Sept 30 2028.

The subject of the public procurement is not divided into lots. Variant offers are not allowed.

2. Tender submission and submission deadline

Tenders must be submitted by the deadline for submission to the e-JN information system on the website <https://ejn.gov.si>, in accordance with section 3 of the document Instructions for the use of the information system for the use of e-JN electronic bidding functionality: TENDERERS (hereinafter: Instructions for the use of e-JN), which is a part of this tender documentation and published on the website <https://ejn.gov.si>.

The deadline for submission of bids is set on the Public Procurement Portal and in the e-JN system.

A bid is submitted when in the e-JN information system it is marked with the status "SUBMITTED".

The bidder may withdraw or amend their tender by the deadline for submission of tenders. If the bidder withdraws their bid in the e-JN information system, it is considered that the bid has not been submitted and the contracting authority will not see it in the e-JN system. If the bidder amends their bid in the e-JN information system, the last submitted bid is open to the contracting authority in this system.

The opening of the bids will take place in the e-JN system, on the website <https://ejn.gov.si/>, at a time scheduled on the Public Procurement Portal and in the e-JN system.

The opening takes place in such a way that the e-JN information system automatically displays the data on the bidder and possible demanded or allowed variant offers at the above-mentioned time, and provides access to pdf of the document that the bidder uploads to the e-JN system under the section "Pro forma invoice".

3. Obtaining tender documentation and explanations

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

The bidder may request additional explanations regarding the documentation through the Public Procurement Portal no later than on the day set on the Public Procurement Portal and in the e-JN system. The contracting authority will not answer questions that will not be asked in the above manner and by the specified deadline.

The contracting authority will answer questions via the Public Procurement Portal by the deadline compliant with the ZJN-3 rules.

The contracting authority reserves the right to partially amend or supplement the documentation and, if necessary, extend the deadline for submission of tenders. The amendments to the tender documentation and supplementing it are an integral part of the documentation related to the contract.

4. Form, language and costs of the bid

The bidder submits the bid electronically as stated in section 2 of this tender documentation.

The bid can be submitted in Slovenian or English language, supporting documents (valid permits) can also be in the language of the permit issuer. The contracting authority reserves the right to ask for an official translation to be submitted at the bidder's expense during the bid supplement phase. Unless otherwise specified, the foreign tenderer shall demonstrate compliance with the conditions with photocopies of documents from official records that demonstrate the required legally relevant status. In the event that the competent authorities of a foreign country do not issue such supporting

documents, the tenderer shall submit a sworn statement of witnesses or a sworn statement of the candidate or the tenderer. The declaration must be made before a judicial or administrative authority, a notary or a competent authority of professional and economic entities in the country in which the tenderer has its headquarters. Both the supporting documents of the competent institutions and the certified statements of the foreign tenderer must be translated into Slovenian. A translation by a Slovenian court interpreter must be submitted.

The tender documentation must be provided on the forms from the tender documentation annexes or on the content and form identical forms produced by the tenderer. During the process of checking offers, the contracting authority can request the tenderer to submit the original for inspection at any time. All documents submitted by the tenderer must show the current status, except where a document for a certain period or a document of a certain age is explicitly requested. The contracting authority can request documents to prove the fulfillment of the conditions or authorization to obtain documents, if they come from official records, subsequently (after the bids have been opened and reviewed). In this case, the contracting authority will ask the tenderer to deliver to the contracting authority all documents to prove compliance with the conditions within a certain period. If the requested tenderer does not deliver the documents, authorizations or supporting documents on time, or if they deliver the documents, authorizations or supporting documents contrary to the contracting authority's requirements, the contracting authority will reject their offer.

The services offered must fully comply with the requirements of the tender documentation. If the tenderer does not offer all the services (empty places in the Pro forma invoice) or the offered service does not meet the technical requirements, the contracting authority will exclude the offer from further evaluation.

Insofar as the contracting authority itself or at the proposal of the business entity determines that it is necessary to supplement the bid, the contracting authority will act in accordance with the fifth paragraph of Article 89 of the ZJN-3. Additions to the bid are made through the e-JN system.

The bidder bears all costs related to the preparation and submission of the bid. In case of suspension of the procedure, rejection of all bids or withdrawal from the implementation of the public contract, the contracting authority will not reimburse the bidders for any costs incurred in the preparation of the bid. The tenderers are aware of this and expressly agree to this by submitting the application.

The tenderer uploads the completed ESPD in the e-JN in the "ESPD" tab, the Pro forma invoice in the "Invoice" folder, and scans the rest of the documentation and uploads it in the "Other attachments" tab.

5. Validity of the bid

The bid must be valid at least four months after the publication of the contract notice. In the case of a shorter bid validity period, the bid shall be eliminated.

The contracting authority can request that the bidders extend the validity period of the bids for a certain additional period.

6. Joint bid

A joint bid from several contractual partners is allowed. In the chapter *Reasons for exclusion and conditions for cooperation* it is determined, which condition must be met by each of the partners in the case of a joint bid, or which condition can be met by the partners together.

In the case of a joint bid, a joint performance contract must be submitted in the bid. The following must be evident from the joint performance contract:

- appointment of the business operator in the execution of a public contract,
- authorization to the business holder and the person responsible for signing the bid and signing the contract,
- a statement that all bidders in the joint bid are familiar with the instructions to bidders and the tender conditions and criteria for awarding the public contract and that they fully agree with them,
- a statement that all bidders are aware of the payment conditions from the tender documentation,
- provisions regarding the method of payment through the business operator,
- a statement that all partners are jointly and severally liable to the contracting authority for the entire obligation and for each part thereof.

The bid is signed by the contract holder, who is also the signatory of the contract and the main contact with the contracting authority. The holder of the contract undertakes against the contracting authority a guarantee for the work of other partners and/or subcontractors according to the rules of the Code of Obligations. The contracting authority asserts a request to correct any errors against the business operator.

7. Bid with subcontractors

In case of performance with subcontractors, the bidder must indicate this in the ESPD form. Registered subcontractors must fill out the ESPD form and meet the conditions specified for subcontractors in the chapter *Reasons for exclusion and conditions for cooperation*, which they prove by signing the ESPD form. If the nominated subcontractor requests direct payment from the

contracting authority, they must submit a request for direct payment, which must also be signed by the bidder or the leading partner in the case of a joint bid.

When the tenderer intends to carry out a public contract with subcontractors in the bid, they:

- list all subcontractors and each part of the public contract that they intend to subcontract,
- contact information and legal representatives of proposed subcontractors,
- completed ESPDs of these subcontractors
- attach the subcontractor's request for direct payment, if the subcontractor requests it.

If the subcontractor requests direct payment, they must submit their own statement in the bid, which will show:

- the subcontractor's statement that they give their consent to the contracting authority that the contracting authority settles the subcontractor's claim against the main contractor instead of the main contractor;
- the bidder's statement that they authorize the contracting authority to pay subcontractors directly on the basis of the confirmed invoice or situation.

In the event that the subcontractor does not request direct payment from the contracting authority, the contracting authority will request from the main contractor, no later than 60 days from the payment of the final invoice, a written statement from the contractor and the subcontractor that the subcontractor has received payment for the services performed in the subject procurement. If the statement is not submitted, the contracting authority will initiate a procedure to determine the violation, in accordance with the provisions of ZJN-3.

If the main contractor will perform with a subcontractor, they must submit the above-mentioned documents in the bid, which they will also have to submit in the event of a change of subcontractor, namely within five days of the change at the latest.

In accordance with the provisions of the fourth paragraph of Article 94 of the ZJN-3, the contracting authority will reject a subcontractor who meets the mandatory and optional reasons for exclusion. If the contracting authority judges that the replacement of a subcontractor, or the inclusion of a new subcontractor, would affect the uninterrupted work, or if the new subcontractor does not meet the requirements set by the contracting authority for subcontractors, they will reject the subcontractor within 10 days of receiving the replacement proposal or inclusion of a new subcontractor.

The tenderer assumes responsibility for the execution of the entire public contract, including the parts that they subcontracted.

8. Business secret and protection of confidential information

The contracting authority may not disclose information that the economic entity submits to them and marks as a business secret, in accordance with the *Business Secrets Act*. The contracting authority will ensure the protection of data which, according to the provisions of the law governing the protection of personal data and the protection of secret data, is considered personal or secret data.

The bidder should mark the forms and statements that it considers to be under the protection of personal data, confidential or business secret with the clause "confidential" or "business secret" or submit a decision on the protection of business secret. If only certain information in the form or document is to be kept confidential, the confidential part must be underlined, and in the same line on the right-hand side marked "confidential" or "trade secret", the bidder can also submit a "decision on the protection of trade secrets" in the bid.

Information that is public in accordance with the rules of ZJN-3 and the legal practice of the National Audit Commission cannot constitute a trade secret.

The bidders who learn about confidential information by participating in the procedure or in the performance of contractual obligations are obliged to protect it in accordance with the regulations.

9. Transmission of data to the contracting authority

Before signing the contract, the selected tenderer must, at the request of the contracting authority, provide information on:

- its founders, partners, shareholders, limited partners or other owners and information on the ownership shares of those persons;
- economic operators which, in accordance with the provisions of the law governing companies, are considered to be related companies.

It is desirable that the bidder submits a completed form *Declaration on the participation of natural and legal persons*.

10. Contract conclusion

The contracting authority reserves the right to enter into a contract with the selected contractor only in case of guaranteed funds.

In accordance with Article 89 of the ZJN-3, the contracting authority reserves the right to stop the procedure, reject all bids, withdraw from the performance of the public contract.

The contract will be concluded subject to the suspensive condition of submitting financial insurance for the good performance of the works, as shown in the sample contract.

If the bidder does not respond within eight days after the invitation to sign the contract, the contracting authority can consider that the bidder has withdrawn from the bid and will cash in the insurance for the seriousness of the bid.

11. Selection criterion

The contracting authority shall select the most economically advantageous tender on the basis of the lowest total tender price excluding VAT for a period of 4 years for the estimated scope of the procurement.

The tender value excluding VAT must include all the elements from which it is composed and must include all costs, possible discounts so that the contracting authority does not hold any costs related to the subject of the public procurement. When calculating the bid value, bidders must take into account all elements that affect the price calculation: such as labor costs, overhead costs, license costs to ensure the operation of the offered software, and other costs related to the execution of the public contract.

By submitting the bid, the bidder confirms that they have carefully reviewed the documentation related to the award of the public contract and have previously familiarized themselves with all the relevant information necessary for the correct calculation of the tender price.

The bidder can determine the price for each individual year of providing the program separately. Prices for an individual year (period of 12 months) are fixed and unchangeable.

The bidder must submit a bid for all items, otherwise their bid shall be eliminated.

The bidder fills in *the Bid Pro Forma Invoice*.

12. Grounds for exclusion and conditions for recognition of competence

The contracting authority will exclude from the public procurement procedure a tenderer who meets the following grounds for exclusion:

12.1. Previous impunity

An economic entity or a person who is a member of the administrative, management or supervisory body of this economic entity or who has the authority to represent it or make decisions or supervise it, has been given a final judgment for the criminal acts listed in the first paragraph of Article 75 of the ZJN-3 or comparable crimes imposed by foreign courts.

The reason for exclusion applies to each of the partners in the case of a joint bid, and also to the subcontractors in the case of working with subcontractors.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form and in the ESPD provide information about the competent persons, among other things, the SSN must be given (if it is specified for the person), so that the contracting authority will have the opportunity to check the status in the e-dossier application. The bidder can also submit certificates of criminal record. The contracting authority will consider as appropriate the certificates of impunity for legal and natural persons, which will be submitted by the bidder, if they reflect the latest situation and are not older than 4 months from the deadline for submitting the bid.

A correction mechanism is allowed.

12.2. Restrictions on business - inclusion in the register of business entities with imposed side sanctions of exclusion from public procurement procedures.

On the day when the deadline for submission of bids expires, the economic entity is excluded from public procurement procedures due to inclusion in the register of economic entities with imposed side sanctions of exclusion from public procurement procedures.

The reason for exclusion applies in the case of a joint bid to each of the partners, and in the case of performance with subcontractors, also to the subcontractors.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form.

12.3. Unpaid tax liabilities and social security contributions

The economic entity does not fulfill mandatory duties and other monetary non-tax obligations in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is headquartered or the regulations of

the contracting authority's country. It is considered that the economic entity does not fulfill the obligations from the previous sentence even if it has not submitted all tax deductions for income from the employment relationship for the period of the last five years by the deadline for submitting the bid or application. The economic entity shall not be excluded if the economic entity settles unpaid overdue obligations amounting to EUR 50 or more by the deadline for submission of applications or bids and submits all withholding tax statements for income from employment for the period of the last five years by the deadline for submission of applications or bids.

The reason for exclusion applies in the case of a joint bid to each of the partners, and in the case of performance with subcontractors, also to the subcontractors.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form.

12.4. Violation of the labor law

The contracting authority will exclude an economic entity from participation in the public procurement procedure if the authority of the Republic of Slovenia or another member state or a third country in the last three years prior to the expiry of the deadline for the submission of tenders has found at least two violations in relation to payment for work, working hours, rest, performing work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in connection with illegal employment, for which it was fined for an offence by a final decision or several final decisions.

The reason for exclusion applies in the case of a joint bid to each of the partners, and in the case of performance with subcontractors, also to the subcontractors.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form.

A correction mechanism is allowed.

12.5 Registration of activity

The tenderer must have a registered activity which is the subject of the public procurement.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form.

12.6. The bidder's references

The contracting authority will recognize the qualification of the tenderer who will demonstrate that in the last 36 months from the publication of this tender they have provided comparable e-learning management system services for at least two contracting authorities. As services comparable to e-learning, the contracting authority will recognize the provision of e-learning at a higher education institution with the active accreditations of EQUIS, AACSB and AMBA, whereby the e-learning service was provided for at least 5,000 users for each contracting authority.

The condition can be fulfilled by the bidder together with their partners or subcontractors.

Supporting document: The tenderer fills in the *Reference* form, submits supporting document in the form of a certificate issued by the competent authority of the state contracting authority or a private company or private individual, or in the original or in a photocopy or on forms that contain the information from the *Certificate of reference project* form.

13. Technical requirements

The bidder must offer the use and implementation of a Learning Management System (LMS) according to the Software as a Service (SaaS) model.

The contracting authority has at its disposal the CANVAS software package from Instructure Global Limited. In the event that the bidder offers other software solution than CANVAS software, in addition to providing all functionalities, they must also provide implementation assistance services:

- ensuring the transfer of up to 1,000 courses from the existing contracting authority's system to the bidder's program (so-called creation of course templates),
- ensuring a system of creation and continuous synchronization of implementations of accredited courses from the contracting authority's back-office systems to the bidder's program (so-called creation of course implementations),
- ensuring a system of creating users and continuous synchronization of their data and accesses from the contracting authority's back-office systems to the bidder's program (so-called transfer of teachers and students to the implementation of courses),

- at least one training in the form of a video seminar lasting at least two hours for administrators, in order to get acquainted with the management of profiles, courses, access permissions and all other functionalities of the program,
- at least one training in the form of a video seminar for at least one hour for other supporting staff of the contracting authority, in order to acquaint themselves with the use of documentation, communication with users and systems to help users (ticketing)
- training lasting at least 3 hours for lecturers, in order to get acquainted with all the functionalities of the program,
- providing at least one person (implementation consultant) who will be available to the contracting authority for assistance in the implementation and use of the program within a period of 12 months from the date of signing the contract,
- professional assistance of the implementation consultant for a period of 12 months, which is carried out as a weekly remote coordination, in order to adjust the project plan, allocate appropriate resources to tasks, identify critical paths in the project. The planned adjustments must be completed within ten to twelve weeks and may be extended by a further 24 weeks at the request of the contracting authority,
- one-day training of the contracting authority at the contracting authority's registered office (the bid price includes all transport costs).

The offered service must enable teacher - student interaction and interaction among students. For an individual learning unit (e.g., a course) it must provide the infrastructure for the preparation of an online classroom, the required functionalities are at least:

- the possibility of preparing a syllabus;
- the possibility of arranging study units or materials by learning modules;
- the possibility of preparing study materials in the form of dynamic websites, which may also include other elements (documents, audio and video presentations, links and integration with other didactic tools, such as Turnitin, Office 365, Google Drive);
- the possibility of preparing a detailed list of learning objectives for a learning unit and the structure of the grading system for ongoing work;
- the possibility of preparing a list of students for an individual unit and enables subsequent inclusion;
- the possibility of preparing assignments, homework, group assignments;
- the possibility of submitting assignments, homework, group assignments;
- assessing individual assignments and commenting on students' products within documents;
- the possibility of preparing and conducting tests, including assessment and feedback on errors, recommendations for completion and success achieved;
- enabling students' group work;

- facilitating discussions and forums;
- enabling synchronous communication (audio and video conferencing) between all participants or between individual participants;
- monitoring participation in individual activities;
- notification (e-mail, text messages) and communication (Slack and MS Teams);
- import and export of achieved points by individual tasks.

The service must enable the establishment of security policies, user accounts, user roles, a single method of authentication (Single Sign On, SSO) when using external services (primarily SAML; it must also allow LDAP, Microsoft, Google, etc.).

In addition to the web interface, the service also has native applications for the most popular mobile devices operating systems (at least Android and IOS).

From the process point of view, the service must enable the preparation of online classrooms for individual course implementation, preparation of template courses (blueprint), automatic preparation of course implementations based on data on accredited courses, copying content between courses, publishing a course, completing work on a course, archiving courses, definition of semesters, preparation of a uniform layout of the user interface for all courses.

The service must enable the opening of accounts for all users, the manual registration of students to course implementations, the automatic registration of students to course implementations and their scheduling by administrative groups on the basis of the schedule for a given semester.

The service must provide a mobile application, separately for students and for teachers, with full functionality.

All of the listed functionalities must also be feasible via the exposed RESTful web services, in order to fully integrate with back-office systems.

The service must support the pedagogical work of about 7000 users.

In addition to the Slovenian language, the service must also support at least the English Language. Support means that all elements of the application (menus, messages, etc.) are translated into the target language. Switching between languages must be enabled at the course or course implementations level.

The software is installed on the bidder's servers, the service is available to the contracting authority and students 99.9% of the time, and errors are eliminated within a maximum of 6 hours. The instance of the software providing the service must be located on servers in the European Union. The bidder provides at least 1.5 GB of space per course on their servers and an additional 50 MB per user. The bidder takes care of full backups of all content that the contracting authority and users upload to the system.

The bidder must provide program implementation services, which include:

1. Customer support services:

- provision of instructions, manuals, video instructions and other documentation detailing the method of implementation and use (separately for the contracting authority and for students).

After successful implementation, the bidder transfers all executable files, source code and documentation of systems for creating, transferring and continuous synchronization of courses, users and implementations to the contracting authority, and provides a development environment for these systems on the contracting authority's infrastructure */if the bid include CANVAS software package, Instructure Global Limited, the services will not be provided/*.

The bidder fills in the Bid Pro Forma Invoice with which the bidder confirms that the application meets all the conditions and submits a catalog, **a brochure from which all the functionalities of the software and fulfillment of other requirements determined by the tender documentation are evident.**

14. Legal basis

In the public procurement procedure and during the implementation of the public procurement, it is necessary to follow:

- Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/2015, as amended, hereinafter: ZJN-3);
- Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/2011, as amended, hereinafter: ZPVPJN)
- Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07, as amended, hereinafter: OZ);
- all applicable legislation governing the subject matter of the contract.

12. The right to a legal remedy

A request for revision relating to the content of the publication, the invitation to tender or the tender documentation shall be submitted within ten working days from the date of publication of the contract notice or receipt of the invitation to tender. When the contracting authority amends or supplements the information in the publication, invitation to tender or tender documentation, the request for revision relating to the amended, supplemented or clarified content of the publication, invitation or tender documentation or a directly related indication in the original publication may be submitted within ten working days from the date of publication of the notice

on additional information, information on the pending procedure or correction, if this notice changes or supplements the requirements or criteria for selection of the most favorable bidder. The request for revision must contain all data and evidence as stipulated in Article 15 of the ZPVPJN. Pursuant to the second indent of the first paragraph of Article 71 of the ZPVPJN, when submitting a request for revision relating to the content of the publication, invitation to tender or tender documentation if the subject of the public procurement is goods and services and the public procurement is awarded following the low value procurement procedure, the fee is EUR 4,000.00. The fee is paid to the transaction account opened with the Bank of Slovenia, Slovenska cesta 35, 1505 Ljubljana, Slovenia no. SI56 0110 0100 0358 802, SWIFT code BS LJ SI 2X, IBAN SI56011001000358802 and reference 11 16110-7111290XXXXX.

Tomaž Turk, PhD
Dean

Annexes

Bid Pro Forma Invoice

The bidder _____,

(name and address)

who in the public procurement procedure '**Provision of the e-learning management system**'

I submit a bid, I give the bid price:

The total bid price in EUR without VAT for a period of 4 years for the intended scope	
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As a bidder, I declare to offer the program and support services that fully comply with the requirements of the contracting authority listed in section 13, *Technical requirements*.

Place and date:

stamp and signature of the responsible person

Mandatory attachment: completed detailed bid pro-forma invoice (Excel spreadsheet).

Tenderers in the e-JN electronic bidding system submit only this form to the pro forma invoice section.

References

In the public procurement procedure '*Provision of the e-learning management system*', we notify the following references¹:

Reference title (description of services / supplies provided)	
Contractual partner	
Description of the object of delivery, including no. of users who are allowed to use the system:	
The period to which the reference transaction relates	From_____ (day, month, year) Until_____ (day month year)
Date of completion of services / completed supplies	

Place and date:

Stamp:

Bidder's signature:

¹ The form shall be photocopied and filled in.

Certificate of reference project

The contracting authority to whom the bidder has provided services

.....

(the name of your reference is indicated)

I DECLARE that the economic entity

.....

(contractor information is indicated)

has performed the following services (description of performed services)

.....

that included

.....

.....

(indicates the characteristics that demonstrate the fulfillment of the condition regarding the reference of the economic entity)

in the period from to.....

in the value of EUR including VAT,

and fully complied with our requirements and complied with the contractual provisions, and we assess the bidder's work as professional, high-quality and in accordance with the regulations.

Contact person of the contracting authority - investor:

Phone

E-mail address

Place and date:

Stamp and signature

Sample contract

University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17, 1000 Ljubljana
represented by Tomaž Turk, PhD, dean
Registration number: 1626922000
VAT ID: SI28186745
(hereinafter: the contracting authority)

and

bidder: _____
represented by _____
Registration number: _____
Identification no. (VAT ID): _____
Transaction account (TRR): _____ opened at

(hereinafter: the contractor)

conclude

E-EDUCATION SYSTEM PROVISION AND SUPPORT AGREEMENT

GENERAL PROVISIONS

Article 1

The contracting parties note:

- that the contracting authority has carried out the public procurement procedure for »***Provision of the e-learning management system***«,
- that the contract was executed according to the open submission procedure published on the Public Procurement Portal under no. JN ____ on _____,
- that the contractor was selected as the most favorable bidder of the public contract in question on the basis of the decision on the award of contract no. _____, on _____.
- that the contract documents and the tender documents are an integral part of this contract,
- that the contractor's general terms and conditions can also be an integral part of the contract in the part that does not conflict with the provisions of this contract.

SUBJECT OF THE CONTRACT

Article 2

The subject of the contract is to ensure the program specified in the documentation for the execution of the contract and tasks in the field of establishing and implementing the program in order to use all the functionalities that the program provides for a period of 48 months. The contractor will provide program specified in the tender documentation (hereinafter: the program) and complete the work under this contract necessary for / *implementation* - if requested / and support in using the program as defined in the bid (hereinafter: services).

OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

Article 3

The contractor undertakes to ensure the use of the operating program and to perform the services under this contract in a timely, high-quality, conscientious manner, according to the rules of the profession and in accordance with applicable regulations, and must ensure that the implementation is performed economically within the provisions of this contract and other potential agreements between the contracting parties.

Article 4

The contractor undertakes to the contracting authority to:

- in performing their obligations under the contract, they will act conscientiously and fair and as a good expert and that the contractor's staff will be adequately trained to perform the contractual obligations,
- use advanced technologies and methods in fulfilling its obligations under the contract, depending on the equipment of the contracting authority,
- provide services in accordance with the bid, this contract and in accordance with the requirements of the contracting authority,
- fulfill obligations within the deadlines laid down in this agreement,
- even after the termination of the contract, provide the contracting authority with the necessary information regarding the subject of this contract,
- comply with the legal provisions and the applicable rules of the contracting authority for protection and security, which they are obliged to become acquainted with when signing the contract,

- take into account the regulations and documents adopted within the EU and the regulations in the Republic of Slovenia relating to the subject of the contract and any changes to these during the execution of the contract,
- timely and immediately inform the contracting authority in writing of all circumstances that could make it difficult or impossible to perform quality and correct services and, together with the contracting authority, find an alternative way of working,
- notify the contracting authority of the security incident without delay, but no later than seventy-two hours after the incident occurred.

All communication and products must be in Slovenian or English language. If the contractor or their staff will not be able to communicate in one of those languages, the translation costs shall be fully covered by the contractor.

The contracting authority may refuse to take over the performed services if they do not meet the conditions from the tender and tender documentation of the contractor.

The contractor shall treat all data, information and knowledge acquired from the contracting authority in the context of the implementation of this contract as confidential.

Article 5

Upon expiry of the Contract or in the event of termination of the Contract or at the written request of the contracting authority, the contractor shall provide the contracting authority with access to all data stored in the contractor's databases and the possibility of exporting them in a format agreed between the parties. The contractor shall keep the data for at least three months after termination of the contract.

DEADLINE FOR COMPLETION OF WORK

Article 6

The contractor undertakes to enable the use of the program to the contracting authority no later than 6 weeks from the signing the contract and to perform all services necessary for the implementation of the program within 2 months from the signing of the contract. */clause is used when a new program is implemented. The deadline may be extended in case the customer does not meet all the conditions for the performance of the services/*

In the event that the contractor is delayed due to force majeure, which prevents the execution of works within the agreed deadlines, the contractor is obliged to immediately notify the contracting

authority that the reasons of force majeure have arisen, and to continue with the works as soon as these reasons cease.

PRICE AND PAYMENT TERMS

Article 7

The contractual value of the works is determined on the basis of the contractor's bid dated _____ and the bid is attached to this contract.

The total contract value is _____ EUR without VAT. The contract value without VAT includes all costs, taxes and discounts so that the contracting authority is not charged any costs related to the subject matter of the contract. The bid price includes all elements that affect the calculation of the price: such as labor costs, overhead costs, possible overtime, depreciation, translation costs, provision of necessary technical equipment, other costs related to the performance of the contract. The contract price also includes all costs related to obtaining the necessary data from data controllers.

The pro forma invoice price is fixed.

The service is billed according to the expected number of users from the contractor's bid and the contract price, which is fixed for each year.

Article 8

The contracting authority will pay the contractor for the work performed on the 30th day after the official receipt of the invoice or within the period specified in the time of receipt of the invoice by the applicable law governing the execution of the budget. In the event that the last day of the payment deadline coincides with a day when, according to the law, it is a day off, or in the payment system TARGET it is not defined as the payment date, the last deadline day is considered the next working day or the next pay day in the TARGET system.

The contractor will issue invoices within the following deadlines:

- for contracting authority support and implementation services after a high-quality implementation */clause is used if the contract also includes implementation/*,
- annual subscription upon receipt of the invoice, which is issued no earlier than 30 days before the start of an individual accounting period.

The contracting authority is obliged to pay an individual invoice to the contractor's current account listed on the individual invoice with which the services are billed.

SUBCONTRACTORS */article included if subcontractors are nominated/*

Article 9

In the event that the contractor includes one or more subcontractors in the performance of the public procurement, the contractor undertakes to conclude contracts with them, in which the type and scope of work and the price for the performed services will be precisely determined. If the contractor nominates or replaces a subcontractor, the contractor must submit appropriate evidence pursuant to Article 94 of the ZJN-3 and obtain the written consent of the contracting authority to nominate another subcontractor.

/if the subcontractor will request direct payments/ Direct payments to subcontractors under this contract are mandatory. The contractor authorizes the individual contracting authority to pay subcontractors directly on the basis of confirmed invoices for the work which they will perform under a direct contract. The contractor must attach to the invoice the previously confirmed invoices of the subcontractor(s) who provided the services under the direct contract.

/if the subcontractor does not request direct payment/: The contractor must send to the contracting authority no later than 60 (sixty) days from the payment of the final invoice their written statement and written statement of the subcontractor that the subcontractor has received payment for services directly related to the subject of the contract.

BUSINESS SECRET

Article 10

The contractor undertakes to keep all data derived from the contractual documentation and other data derived from the contractual relationship as a business secret for the entire duration of the contract and also after the termination of the contract.

According to this provision, the contractor is liable for pecuniary and non-pecuniary damage due to the violation of business secrets, namely for the unauthorized dissemination of data and information that was marked as a business secret and those data and information that the

contractor could and should have known were business secret or that the unauthorized dissemination of such data may cause damage.

The contractor is aware that the contracting authority is liable for public procurement and is obliged to provide public information. Information disclosed on the basis of the contracting authority's obligation to comply with the law does not constitute a breach of the contract regarding the protection of business secrets.

PROCESSING OF PERSONAL DATA

Article 11

The contractor guarantees that it will implement appropriate technical and organizational measures to ensure the protection of personal data in accordance with the EU Regulation governing the protection of personal data and in accordance with applicable local legislation in the field of personal data protection.

If the contractor comes into contact with personal data, it processes them as a personal data processor.

The processor can process personal data only according to the contracting authority's instructions.

Contractor or the personal data processor guarantees that:

- persons authorized to process personal data are bound by confidentiality,
- they implement all necessary measures to secure personal data,
- guarantees that they will not include other processors in the processing without the prior written permission of the contracting authority,
- they will take appropriate measures on the basis of which the contracting authority fulfills its obligation to respond to the requests of individuals whose data are processed,
- considering the type of processing and the available information, they will help the contracting authority in fulfilling its obligations,
- after the completion of the services, it will return the personal data it processed to the contracting authority or delete them, if there is no legal obligation regarding the storage of personal data,
- to immediately notify the contracting authority of a possible security incident,

- they will provide all the necessary information that will prove the fulfillment of all their obligations and enable checks, including controls carried out by the contracting authority or a person authorized by them, and participate in their implementation.

Article 12

The contracting parties note that the contractor, authorized as a personal data processor on the basis of this contract, must provide services in accordance with this contract, and due to the nature of the services, personal data located in the information system may be processed.

The parties note that on the basis of this contract, the contractor will be able to process some personal data entered in the information system, namely, within the scope of the provision of services from this contract, the contractor will be able to:

- access personal data about users (personal data from the user profile),

With this contract, the contracting authority, as the operator, authorizes the contractor to act as a processor in accordance with the *General Data Protection Regulation*, exclusively in the cases and to the extent specified in the previous paragraph.

Article 13

According to this contract, the contractor does not process personal data, but they are aware that, when providing services under this contract, they may have to familiarize themselves with some personal data that will be located in the information system, which in itself is data processing for which they are authorized by the contracting authority.

Article 14

All the contractor's personnel who will participate in the implementation of the subject of this contract must protect all (personal, business and confidential) data of the contracting authority with which they will come into contact during the implementation of the order. They must sign a declaration on the protection of the contracting authority's data. The contractor must hand over the statements of all personnel to the contracting authority.

Article 15

The contractor undertakes to:

- process the personal data to which it has access exclusively for the purpose of implementing this contract and will not process or otherwise use the data for any other purpose;
- not make the personal data to which it has access available to any unauthorized persons in any way;
- irretrievably destroy any data that may be in its information system after the end of the contract;
- protect the hardware, system and application software computer equipment with which this data is processed;
- protect the devices with which the contracting authority's personal data is accessed, taking into account the way they are used and the associated risks (desktop or laptop computer) and applicable organizational measures (technical and organizational security), in such a way that in the event of unauthorized access to this device, it is not possible to access personal data (device protection with passwords, encryption of the entire data carrier);
- protect the premises in which the equipment used to access and process the contracting authority's personal data is located with organizational, physical and technical measures that prevent unauthorized persons from accessing the equipment from the previous indent;
- promptly eliminate all security vulnerabilities of the information system;
- implement all other necessary measures and procedures to prevent accidental or intentional unauthorized processing of protected data, their modification or destruction, which with due diligence, it considers that it must implement.

The contractor's obligations from the previous paragraph also refer to the time after the execution of this contract.

Article 16

The contractor must obtain the contracting authority's consent before concluding a contract, with the aim of entrusting at least part of the tasks related to the implementation of this contract and consequently part of the processing of personal data to a third party (subcontractor). In doing so, the contractor must specify exactly which part of the processing of personal data will be left to the subcontractor and to which personal data they will have access.

If the contractor entrusts the processing of personal data to its subcontractor for the purpose of implementing this contract, it should oblige the subcontractor in a written contract to the same obligations as apply to it.

Article 17

If the contractor's actions or omissions result in a breach of personal data protection, the contractor must immediately notify the contracting authority. The notice must have at least the content from Article 28 of the *General Data Protection Regulation*.

COPYRIGHT

Article 18

All material copyrights arising from the services provided under this contract remain the property of the contractor for the entire duration of the contract and after the expiration of the contract.

The contracting authority may use the copyrighted works that are the subject of this contract without restrictions, for the entire duration of the copyright and for all cases. The use of the copyright shall exclude resale, use for the creation of competing products and/or services and other purposes unrelated to the functionalities of the software.

ANTI-CORRUPTION CLAUSE

Article 19

In the event that it is established that in the performance of the public contract on the basis of which this contract is signed or in the performance of this contract, someone in the name or on behalf of another contracting party, representative or intermediary of the contracting authority or other public sector body or organization, offered or gave any illicit advantage to obtain this transaction or to enter into this transaction on more favorable terms or to waive due control over the performance of contractual obligations or for any other act or omission which caused damage to a public sector body or organization or enabled unauthorized benefits to a representative of an authority, an intermediary of a public sector body or organization, another contracting party or their representative, an agent, an intermediary, this contract shall be void.

In the event of a finding of the alleged existence of the facts referred to in the first paragraph of this Article or a notification of the Commission for the Prevention of Corruption or other bodies regarding its alleged occurrence, the contracting authority shall begin determining the conditions of nullity of the contract referred to in the previous paragraph or with other measures in accordance with the regulations of the Republic of Slovenia.

CONTRACT WITHDRAWAL

Article 20

If the contractor does not provide services or does not perform the work in accordance with this contract or does not comply with the applicable legislation at work, which results in damage, the contracting authority may withdraw from the contract.

The contracting authority shall notify the contractor of the breaches and withdrawal from the contract in writing, registered with a return receipt. The contract expires immediately upon receipt of written notice.

The contracting authority reserves the right to unilaterally, with 30 days' notice, withdraws from the contract if the adopted financial plan does not provide funds for the subject of the contract or if there are unforeseen reasons beyond the contracting authority's control. The contracting authority is then obliged to pay the contractor all invoices already issued for the already guaranteed rights to use the program and for all services already performed.

The contractor may withdraw from the contract, with 30 days' notice, in the event that the contracting authority fails to pay an invoice due within 90 days of the due date.

TERMINATION CONDITION

Article 21

The contract is terminated if the contracting authority is aware that the court, by a final decision, has found a violation of the obligations from the second paragraph of Article 3 of ZJN-3 by the contractor on the execution of a public contract or its subcontractor, or if the contracting authority is aware that the competent state authority at the contractor or its subcontractor, during the execution of the contract, found at least two violations in relation to payment for work, working hours, rest, performance of work based on civil law contracts despite the existence of elements of an employment relationship or in relation to illegal employment and for which it was fined for an offense imposed by a final decision or several final decisions. If the contracting authority becomes aware of a violation, it must notify the contractor within ten days. The contractor may, within the time limit set by the contracting authority, which may not be longer than 15 days, submit evidence that it has taken sufficient measures to prove its reliability despite the existence of violations. If there is a violation by the subcontractor, the contractor can submit evidence within the same period that the subcontractor has taken sufficient measures to prove its reliability despite the existence of violations. If the contractor has not submitted evidence for the subcontractor, or if it has, but the contracting authority considers that these measures are insufficient, the contractor can replace the subcontractor within a period determined by the contracting authority, which must not be longer

than 15 days in accordance with Article 94 of ZJN-3 , or takes over the part he has subcontracted to this subcontractor itself, if this replacement or takeover does not constitute a substantial change to the contract. If the contractor has not submitted evidence for itself or the subcontractor, or if there is not any, the contracting authority assesses that these measures are insufficient, or if the contractor does not undertake the work itself or proposes a new subcontractor, or if the contracting authority, in accordance with Article 94 of ZJN-3, rejects new timely proposed subcontractor, the termination condition is fulfilled provided that at least six months remain between the contracting authority's knowledge of the breach and the expiration of the contract. Irrespective of the previous sentence, the contract for the performance of a public construction contract shall not be terminated if the termination of the contract would cause the contracting authority disproportionate costs or a disproportionate time delay and on the condition that the contracting authority informs the contractor no later than 20 days after becoming aware of the violation that the contract is not terminated. If the termination condition is met, the contract is deemed to be terminated on the date of the conclusion of a new public procurement contract, and the contracting authority must start a new public procurement procedure immediately, but no later than within 60 days of becoming aware of the violation. If the contracting authority does not start a new public procurement procedure within this period, the contract is deemed to have been terminated on the sixtieth day after becoming aware of the violation.

REPRESENTATIVES OF THE CONTRACTING PARTIES

Article 22

The arrangement of all mutual issues that will arise in connection with the implementation of this contract will be performed by the authorized representative _____ for the contracting authority and _____ for the contractor.

CONFLICT SOLVING

Article 23

Any disputes arising in connection with the implementation of this contract, the parties will try to resolve amicably. If it is not possible to resolve the disputed issue amicably, a court having jurisdiction as to the substance of a dispute at the place of registered office of the contracting authority shall have jurisdiction to resolve disputes.

FINAL PROVISIONS

Article 24

The contract is concluded when it is signed by both parties and is valid from Oct 1 2024 until Sept 30 2028.

Article 25

This contract is written in 4 (four) identical copies, of which each contracting party receives 2 (two) copies.

In_____ on:

In_____ on

Number:

Number:

CONTRACTOR:

CONTRACTING AUTHORITY:

Declaration on the participation of natural and legal persons

in the ownership of the tenderer and about economic entities which, according to the provisions of the Act governing commercial companies, are considered to be related companies to the tenderer (sixth paragraph of Article 14 of the Act on Integrity and Prevention of Corruption, Official Gazette of the Republic of Slovenia, No. 69/ 2011, as amended)

Tenderer's name and headquarters:

Legal representative:

We, the legal representatives of the tenderer, declare that the following natural and legal persons participate in the ownership of the tenderer:

Name and surname / Company name	Address of permanent residence / Company headquarters	Ownership shares in %

Name and surname / Company name	Address of permanent residence / Company headquarters	Ownership shares in %

Name and surname / Company name	Address of permanent residence / Company headquarters	Ownership shares in %

At the same time, we declare that in accordance with the provisions of the law governing commercial companies, the companies related to the tenderer are the following economic entities:

COMPANY		
Name of the company	Company headquarters	Ownership shares in %
COMPANY		
Name of the company	Company headquarters	Ownership shares in %
COMPANY		
Name of the company	Company headquarters	Ownership shares in %

We are aware that an untrue statement or the provision of untrue information about the stated facts results in the nullity of the contract.

Date:

Stamp:

Legal representative's signature: