

DOKUMENTACIJA V ZVEZI Z ODDAJO JAVNEGA NAROČILA

DOBAVA AMONIAKA

Številka: 40 01-187/2024

Šoštanj, junij 2024

DOKUMENTACIJA V ZVEZI Z ODDAJO JAVNEGA NAROČILA DOBAVA AMONIKA	DOCUMENTATION RELATING TO THE AWARD OF PUBLIC CONTRACT SUPPLY OF AMMONIA
1. NAROČNIK To naročilo izvaja Termoelektrarna Šoštanj, d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj (v nadaljevanju: naročnik). Naročnik vabi vse zainteresirane ponudnike, da predložijo prijavo/ponudbo, skladno z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila (v nadaljevanju: dokumentacija).	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 applications/tenders in line with the requirements specified in the documentation relating to the award of public contract (hereinafter: the Documentation).
2. OZNAKA IN PREDMET JAVNEGA NAROČILA Oznaka dokumentacije v zvezi z oddajo naročila: 40 01-187/2024 Predmet: Dobava amoniaka Podrobnejša specifikacija naročila je razvidna iz tehničnega dela dokumentacije.	2. ID SIGN AND SUBJECT OF PUBLIC CONTRACT ID sign of the public contract award documentation: 40 01-187/2024 Subject: Supply of ammonia Detailed specification is available in the technical part of Documentation
3. NAČIN ODDAJE JAVNEGA NAROČILA Za oddajo predmetnega naročila se v skladu s 45. členom Zakona o javnem naročanju (Uradni list RS, št. 91/15 s spremembami; v nadaljevanju ZJN-3) izvede postopek s pogajanjem z objavo. Ponudnik odda ponudbo za posamezno opcijo dobave amoniaka ali za obe razpisani opciji. Naročnik se bo na podlagi prejetih prijav/ponudb odločil za opcijo, ki se bo za naročnika izkazala za optimalnejšo/najugodnejšo. 1. Faza postopka – Ugotavljanje sposobnosti ponudnika, ali ponudnik glede na predložene informacije za ugotavljanje sposobnosti, ki jih zahteva naročnik, izpolnjuje tehnične in druge zahteve naročnika. 2. Faza postopka – Predložitev ponudbene cene in pogajanja s ponudniki.	3. METHOD OF AWARDING THE 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. The tenderer submits the tender either for individual option of ammonia supply or for both options subject to tender. The Employer shall select the option that will prove most optimal/advantageous for them based on the applications/tenders received. 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.

V dokumentaciji v zvezi z oddajo javnega naročila bo naročnik v obeh fazah postopka za prijavitelj oziroma ponudnika uporabljal izraz ponudnik. Potek dvofaznega postopka: - Predložitev prijav v 1. fazi postopka; - Odpiranje prijav v 1. fazi postopka; - Pregled prijav s strani strokovne komisije naročnika (ugotavljanje sposobnosti – izpolnjevanje tehničnih in drugih zahtev naročnika); - Odločitev o sposobnosti ponudnikov in uvrstitvi v drugo fazo postopka; - Poziv na predložitev ponudb v 2. fazi postopka; - Javno odpiranje ponudb v 2. fazi postopka; - Pregled in ocenitev ponudb s strani strokovne komisije naročnika; - Pogajanja; - Ponovna ocenitev ponudb s strani strokovne komisije naročnika; - Odločitev o oddaji javnega naročila. Rok za predložitev prijave/ponudbe in javno odpiranje <u>1. faza postopka</u> Vsi zainteresirani ponudniki lahko oddajo prijavo najkasneje do 22.07.2024 do 9.00 ure preko sistema e-JN https://ejn.gov.si/eJN2. Za oddano prijavo/ponudbo se šteje prijava/ponudba, ki je v informacijskem sistemu e-JN označena s statusom »ODDANO«. Prijava naj bo sestavljena v skladu z navodili, zapisanimi v tej dokumentaciji. <u>2. faza postopka:</u> Rok za predložitev ponudbe bo naveden v povabilu k oddaji ponudbe, s katerim bo naročnik pozval ponudnike, ki jim je bila priznana sposobnost za Dobavo amoniaka v 1. fazi postopka, da oddajo ponudbo za 2. fazo postopka. Pravočasna je tista ponudba, ki bo predložena naročniku do zahtevanega roka. Naročnik bo na podlagi pogojev in meril, določenih v tej dokumentaciji, izbral ponudnika/-e, s katerim bo sklenil okvirni sporazum. Naročnik bo sklenil okvirni sporazum za obdobje treh let z vsemi	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 <u>Phase 1 of the procedure</u> Interested tenderers may submit their tender by 22 July 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. <u>Phase 2 of the procedure:</u> 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 Supply of ammonia 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.
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ponudnikom/ponudniki (za eno ali obe opciji ne glede na to ali bo ponudnik oddal ponudbo za eno ali obe opciji), ki izpolnjuje/izpolnjujejo naročnikove pogoje in zahteve iz dokumentacije, katerih ponudbe bodo dopustne in glede na merilo najugodnejše ter oddal prvo posamezno naročilo ponudniku, ki bo ponudil najnižjo ceno predmetnega javnega naročila za obdobje prvih treh mesecev okvirnega sporazuma (za tisto opcijo, ki bo najugodnejša). Naročnik bo izvedel odpiranje konkurence s fiksno ceno obdobjno, praviloma štirikrat (4x) na leto za obdobje treh (3) mesecev, lahko pa tudi v daljšem/krajšem časovnem obdobju v skladu s potrebami naročnika.	Based on the conditions and criteria specified in this Documentation, the Employer shall select the tenderer with whom they shall conclude the Framework Agreement. The Employer shall enter into a framework agreement for a term of three years (either for one or for both options regardless of the tenderer submitting the tender for one or for both options) with the tenderer(s) that meet(s) the Employer's conditions and requirements laid down in the Documentation and whose tender(s) are admissible and, considering the criterion, the most advantageous one(s), and shall award the first individual contract to the tenderer who for the term of the first three months of the Framework Agreement shall offer the lowest price for the relevant public contract (for the most advantageous option). The Employer shall conduct the opening of competition with fixed prices periodically. As a general rule, this means four (4x) times a year for period of three (3) months or for a longer/shorter period of time depending on the Employer's requirements.
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4. ROK IN NAČIN PREDLOŽITVE PRIJAVE/PONUDBE	4. DEADLINES AND METHODS OF SUBMITTING THE APPLICATION/TENDER
Ponudniki morajo prijave/ponudbe predložiti v informacijski sistem e-JN na spletnem naslovu https://ejn.gov.si/eJN2, v skladu s točko 3 dokumenta Navodila za uporabo informacijskega sistema za uporabo funkcionalnosti elektronske oddaje ponudb e-JN: PONUDNIKI (v nadaljevanju: Navodila za uporabo e-JN), ki je del te dokumentacije in objavljen na spletnem naslovu https://ejn.gov.si/eJN2. Ponudnik se mora pred oddajo prijave/ponudbe registrirati na spletnem naslovu https://ejn.gov.si/eJN2, v skladu z Navodili za uporabo e-JN. Če je ponudnik že registriran v informacijski sistem e-JN, se v aplikacijo prijavi na istem naslovu. Ob prijavi mora ponudnik v aplikaciji navesti svoj elektronski naslov, preko katerega bo prejemal obvestila preko informacijskega sistema e-JN. Uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajanje prijav/ponudb, prijavo/ponudbo odda s klikom na gumb »Oddaj«. Informacijski sistem	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 Instructions for using the e-JN system, for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter referred to as: Instructions for using the e-JN system) which is part of this tender documentation and published at https://ejn.gov.si/eJN2. In accordance with the Instructions for using the e-JN system, the tenderer must create a user account at https://ejn.gov.si/eJN2. 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 applications/tenders in the information

e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje prijave/ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo prijavo/ponudbo (18. člen Obligacijskega zakonika¹). Z oddajo prijave/ponudbe je le-ta zavezujoča za čas, naveden v prijavi/ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo prijav/ponudb. Prijava/ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema e-JN https://ejn.gov.si/eJN2 najkasneje 22.07.2024 do 9.00 ure. Za oddano prijavo/ponudbo se šteje prijava/ponudba, ki je v informacijskem sistemu e-JN označena s statusom »ODDANO«. Ponudnik lahko do roka za oddajo prijav/ponudb svojo prijavo/ponudbo umakne ali spremeni. Če ponudnik v informacijskem sistemu e-JN svojo prijavo/ponudbo umakne, se šteje, da prijava/ponudba ni bila oddana in je naročnik v sistemu e-JN tudi ne bo videl. Če ponudnik svojo prijavo/ponudbo v informacijskem sistemu e-JN spremeni, je naročniku v tem sistemu odprta zadnja oddana prijava/ponudba. Po preteku roka za predložitev prijav/ponudb, prijave/ponudbe ne bo več mogoče oddati. Dostop do povezave za oddajo elektronske prijave/ponudbe v tem postopku javnega naročila je na naslednji povezavi: https://ejn.gov.si/.	system e-JN shall submit the application/tender by clicking "Submit". When the application/tender is submitted, the e-JN information system records the user's identity and the time of submission of the application/tender. By submitting the application/tender, the user demonstrates and declares the intent to submit a binding application/tender on behalf of the tenderer (Article 18 of Obligations Code¹). When submitted, the application/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 applications/tenders expires. The application/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 22 July 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 expires, 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/.
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5. ČAS IN KRAJ ODPIRANJA PRIJAV/PONUDB	5. TIME AND PLACE OF OPENING APPLICATIONS/TENDERS
Odpiranje prijav (1. faza postopka) bo potekalo avtomatično v informacijskem sistemu e-JN dne 22.07.2024 in se bo začelo ob 12.00 uri na spletnem naslovu https://ejn.gov.si/eJN2. Odpiranje prijav v 1. fazi postopka ni javno. Za 2. fazo postopka bo naročnik ponudnike obvestil o točnem datumu in uri javnega	The opening of applications (Phase 1 of the procedure) will take place automatically in the e-JN information system on 22 July 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.

¹ [Obligacijski zakonik](#) (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631)
Dokumentacija v zvezi z oddajo javnega naročila – Dobava amoniaka

odpiranja ponudb v povabilu k oddaji ponudbe, s katerim bo ponudnike pozval za predložitev ponudb v 2. fazi postopka, po informacijskem sistemu e-JN. Odpiranje poteka tako, da informacijski sistem e-JN samodejno ob uri, ki je določena za javno odpiranje prijav/ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene ter omogoči dostop do .pdf dokumenta, ki ga ponudnik naloži v sistem e-JN pod razdelek »Predračun«. Javna objava se avtomatično zaključi po preteku dveh (2) dni. Ker gre za dvofazni postopek, bo ponudnik izpolnjen obrazec Predračun predložil v 2. fazi postopka javnega naročila (v 1. fazi obrazec ostane neizpolnjen).	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).
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6. POGAJANJA Naročnik bo s ponudnikom(i) izvedel pogajanja, v skladu s 45. členom ZJN-3, upoštevaje navedeno v tej dokumentaciji. O pogajanjih bo ponudnik obveščen preko informacijskega sistema e-JN s povabilom k pogajanjem. Naročnik bo izvedel pogajanja le o ponudbeni ceni. Pogajanja se bodo izvajala z namenom nižanja ponudbene cene. Ponudbo ponudnika, ki bi svojo ponudbeno ceno zvišal, bo naročnik izločil iz postopka oddaje javnega naročila. Naročnik bo po oddaji ponudb presodil, koliko krogov pogajanj bi bilo glede na vse okoliščine smiselno izvesti. Naročnik bo ponudnike pred zadnjim oz. edinim krogom pogajanj o ponudbeni ceni obvestil, da gre za zadnji oz. edini krog pogajanj. Naročnik bo tako na podlagi končnih ponudbenih cen po izvedenih pogajanjih opravil končno razvrstitev ponudnikov. V primeru, da ponudnik v posameznem krogu pogajanj ne bo oddal ponudbe, se bo	6. NEGOTIATIONS The Employer shall carry out negotiations with the tenderer(s) in accordance with Article 45 of ZJN-3. The tenderer shall be notified of the negotiations by receiving an invitation to negotiate via the e-JN system. The Employer shall only negotiate about the tender price. The negotiations will take place with the aim to lower the tender price. Should a tenderer increase their tender price this will result in them being excluded from further participation in the contract award 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.
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kot veljavna ponudba štela njegova zadnja predložena ponudba preko sistema e-JN.	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. TEMELJNA PRAVILA ZA DOSTOP, OBVESTILA IN POJASNILA V ZVEZI Z DOKUMENTACIJO V ZVEZI Z ODDAJO JAVNEGA NAROČILA	7. FUNDAMENTAL RULES REGARDING THE ACCESS, NOTIFICATIONS AND CLARIFICATIONS IN RELATION TO THE PUBLIC CONTRACT AWARD DOCUMENTATION

7.1 DOSTOP DO DOKUMENTACIJE V ZVEZI Z ODDAJO JAVNEGA NAROČILA Dokumentacijo v zvezi z oddajo javnega naročila lahko ponudniki dobijo na portalu javnih naročil (v nadaljevanju: PJN) in TED portalu (http://ted.europa.eu/).	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 or PJN).
7.2 OBVESTILA IN POJASNILA V ZVEZI Z DOKUMENTACIJO V ZVEZI Z ODDAJO JAVNEGA NAROČILA Komunikacija s ponudniki o vprašanjih v zvezi z vsebino naročila in v zvezi s pripravo prijave/ponudbe poteka izključno preko PJN. Naročnik bo zahtevo za pojasnilo dokumentacije oziroma kakršnokoli drugo vprašanje v zvezi z naročilom štel kot pravočasno, v kolikor bodo zastavljena v roku, najpozneje 6 dni pred rokom za oddajo prijav/ponudb. Na zahteve za pojasnila oziroma druga vprašanja v zvezi z naročilom, zastavljena po tem roku, naročnik ne bo odgovarjal. Naročnik sme v skladu s 67. členom ZJN-3 spremeniti ali dopolniti dokumentacijo v zvezi z oddajo javnega naročila. Tovrstne spremembe in dopolnitve bo naročnik izdal v obliki dodatkov k dokumentaciji. Vsak dodatek k dokumentaciji postane sestavni del dokumentacije. Kot del dokumentacije štejejo tudi vprašanja in odgovori, objavljeni na PJN. Na podlagi 36. člena ZJN-3 postopek javnega naročanja poteka v slovenskem jeziku.	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 addenda to the documentation. Any such addendum shall form an integral part of documentation. Question and answers published on the public procurement portal shall also be considered an integral part of the documentation. As is stipulated under Article 36 of the Public Procurement Act, the public contract award procedure shall be in the Slovene language.

8. UGOTAVLJANJE SPOSOBNOSTI	8. QUALITATIVE SELECTION
8.1 UGOTAVLJANJE SPOSOBNOSTI ZA SODELOVANJE V POSTOPKU ODDAJE JAVNEGA NAROČILA IN DOKAZILA Ponudnik mora izpolnjevati vse v tej točki navedene razloge za izključitev in pogoje. Gospodarski subjekt se mora v celoti strinjati z vsemi določili in pogoji iz dokumentacije v zvezi z oddajo javnega naročila, kakor tudi z dodatki in prilogami dokumentacije v zvezi z oddajo javnega naročila ter spremembami dokumentacije v zvezi z oddajo javnega naročila, ki so bile posledica vprašanj in odgovorov na PJN. Naročnik bo pred oddajo javnega naročila od ponudnika, kateremu se je odločil oddati predmetno naročilo, zahteval, da predloži dokazila (potrdila, izjave) kot dokaz neobstoja razlogov za izključitev iz točke 8.1.1 te dokumentacije in kot dokaz izpolnjevanja pogojev za sodelovanje iz točke 8.1.2 do 8.1.3 te dokumentacije, v kolikor se bo pri naročniku pojavil dvom o resničnosti ponudnikovih izjav. Gospodarski subjekt lahko dokazila o neobstoju razlogov za izključitev iz točke 8.1.1 te dokumentacije in dokazila o izpolnjevanju pogojev za sodelovanje iz točk 8.1.2 do 8.1.4 te dokumentacije predloži tudi sam. Naročnik si pridržuje pravico do preveritve verodostojnosti predloženih dokazil pri podpisniku le-teh. V kolikor ponudnik nima sedeža v Republiki Sloveniji in ne more pridobiti in predložiti zahtevanih dokumentov, ker država v kateri ima ponudnik svoj sedež ne izdaja takšnih dokumentov, jih je mogoče nadomestiti z zapriseženo izjavo, če pa ta v državi v kateri ima ponudnik svoj sedež ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima ponudnik sedež. Za skupne prijave/ponudbe in prijave/ponudbe s podizvajalci je potrebno upoštevati še točki 10.3.1 (Skupna prijava/ponudba) in 10.3.2 (Prijava/ponudba s podizvajalci) te dokumentacije. Neobstoj razlogov za izključitev morajo izkazati naslednji gospodarski subjekti:	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 addenda and appendices 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. Should the Employer have any doubts as to the accuracy of the statements provided by the tenderer, they may, before awarding the public contract to the selected tenderer, require from the 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 to 8.1.3 hereof. The economic operator 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 8.1.4 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 statement 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,

- ponudnik; - vsi partnerji v skupni prijavi/ponudbi; - vsi podizvajalci; - vse osebe, katerih zmogljivosti se uporablja. Vsak navedeni gospodarski subjekt mora oddati svoj ESPD obrazec. Vsak navedeni gospodarski subjekt mora oddati svoj obrazec – Izjavo (Priloga št. 2). Naročnik opozarja, da lahko v skladu s 6. točko 75. člena ZJN-3 iz sodelovanja v postopku predmetnega javnega naročila izključi gospodarski subjekt tudi v nekaterih ostalih primerih, ne glede na to, ali je takšno izključitev predvidel v dokumentaciji v zvezi z oddajo javnega naročila. 8.1.1 Razlogi za izključitev 1. Gospodarski subjekt na dan, ko poteče rok za oddajo prijav/ponudb ne sme biti uvrščen v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja iz a) točke četrtega odstavka 75. člena ZJN-3. <u>DOKAZILO (za ponudnika, soponudnika, in podizvajalca in vse osebe, katerih zmogljivosti se uporablja):</u> - ESPD (v »Del III: Razlogi za izključitev, Oddelek D: Nacionalni razlogi za izključitev, prvo vprašanje«). 2. Če se je nad gospodarskim subjektom začel postopek zaradi insolventnosti ali prisilnega prenehanja ali postopek likvidacije, če njegova sredstva ali poslovanje upravlja upravitelj ali sodišče, ali če so njegove poslovne dejavnosti začasno ustavljene, ali če se je v skladu s predpisi druge države nad njim začel postopek ali pa je nastal položaj z enakimi pravnimi posledicami. <u>DOKAZILO (za ponudnika, soponudnika, in podizvajalca in vse osebe, katerih zmogljivosti se uporablja):</u> - ESPD (v »Del III: Razlogi za izključitev, Oddelek C: Razlogi, povezani z	Sections 10.3.1 (Joint application/tender) and 10.3.2 (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. Each of the listed economic operators must submit a signed version of Statement - 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. <i>MEANS OF PROOF (for a tenderer, co-tenderer, subcontractor and all entities whose capacities are being used):</i> - 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
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insolventnostjo, nasprotjem interesov ali kršitvijo poklicnih pravil«). Dokazilo, iz katerega izhaja, da pri ponudniku/soponudniku/podizvajalcu/vseh oseb, katerih zmogljivosti se uporablja, niso podani zgoraj navedeni razlogi za izključitev. Če ESPD ne vsebuje podatkov o brezplačnem neposrednem dostopu do nacionalnih baz podatkov (spletni naslov baze podatkov, podatke za identifikacijo, če je to potrebno in soglasje, da pridobi dokazilo naročnik), kjer lahko naročnik pridobi potrjena ali druge potrebne informacije, je ponudnik dolžan na poziv naročnika v roku, ki ga določi naročnik, predložiti dokazila ali druge listinske dokaze, ki izkazujejo izpolnjevanje postavljenih pogojev. Ponudniki s sedežem v tuji državi morajo izpolnjevati enake pogoje kot ponudniki s sedežem v Republiki Sloveniji. Če država, v kateri ima ponudnik svoj sedež, ne izdaja zahtevanih dokazil, kot jih zahteva naročnik, lahko ponudnik da zapriseženo izjavo. Če ta v državi, v kateri ima ponudnik svoj sedež, ni predvidena, pa lahko ponudnik da izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima ponudnik sedež. 8.1.2 Pogoji za sodelovanje glede ustreznosti za opravljanje poklicne dejavnosti 1. Ponudnik mora biti vpisan v enega od poklicnih ali poslovnih registrov, ki se vodijo v državi članici, v kateri ima gospodarski subjekt sedež. Seznam poklicnih ali poslovnih registrov v državah članicah Evropske unije določa Priloga XI Direktive 2014/24/EU. DOKAZILO (za ponudnika in/ali soponudnika): - ESPD. - Podpisan obrazec Izjava o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika. Naročnik si pridržuje pravico, da preveri obstoj in vsebino navedb v prijavi/ponudbi. V ta namen mora izjava vsebovati vse potrebne podatke, da lahko naročnik v uradni	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 suitability to pursue the professional activity 1. The tenderer must be enrolled in one of the professional or trade registers kept in the Member State of their establishment. The list of professional or trade registers in EU Member States is provided in Annex XI to Directive 2014/24/EU.
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evidenci preveri izpolnjevanje predmetnega pogoja. V kolikor takšna preveritev ne bo mogoča, bo naročnik od gospodarskega subjekta zahteval predložitev kopije vpisa v enega od poklicnih ali poslovnih registrov.

8.1.3 Pogoji za sodelovanje glede ekonomskega in finančnega položaja

1. Ponudnik (in ponudnik v skupni ponudnik) mora potrditi, da v zadnjih 6 mesecih pred oddajo prijav/ponudb ni imel blokiranih računov skupno več kot deset (10) delovnih dni.

DOKAZILO *(za ponudnika in soponudnika):*

- ESPD (v »Del IV: Pogoji za sodelovanje, Oddelek B: Ekonomski in finančni položaj«).

8.1.4 Pogoji za sodelovanje glede tehnične in strokovne sposobnosti

Ponudnik mora biti sposoben in usposobljen ponuditi dobave blaga iz dokumentacije v zvezi z oddajo javnega naročila (podrobnosti tehničnih pogojev pa so razvidne v tehničnem delu te dokumentacije) po veljavnih standardih, tehničnih predpisih in zakonodaji ter v okviru ponujenega dobavnega roka, kar dokazuje z dokazili.

DOKAZILO *(za ponudnika in/ali soponudnika):*

- ESPD (v »Del IV: Pogoji za sodelovanje, Oddelek C: Tehnična in strokovna sposobnost«).
- Izjava (Priloga št. 2).
Ostala dokazila iz tč. 4 tehničnega dela dokumentacije v zvezi z oddajo javnega naročila.

Ponudnik/soponudnik/podizvajalec/oseba, katere zmogljivosti se uporablja, s predložitvijo izpolnjenega obrazca ESPD potrjuje, da izpolnjuje vse zahtevane pogoje za sodelovanje, navedene v dokumentaciji v zvezi z oddajo javnega naročila ter ne izkazuje razlogov za izključitev iz točke 8.1.1 dokumentacije v zvezi z oddajo javnega naročila.

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

- ESPD.
- Signed form entitled Statement on the participation of the natural and legal persons in the capital of the tenderer.

The Employer reserves the right to verify the existence and content of the declarations made in the application/tender. To this aim, the statement must comprise all data required for the Employer to be able to verify in the official records if a certain condition has been fulfilled. Should this not be possible, the Employer shall require from the economic operator to submit a copy of a document evidencing they were entered in one of the professional or trade registers.

8.1.3 Conditions for participation in terms of economic and financial situation

2. The tenderer (and co-tenderer in case of joint tender) must demonstrate that in the last 6 months preceding the submission of applications/tenders 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").

8.1.4 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 point 4. of technical part of the public contract award documentation. By submitting the completed ESPD form, the tenderer/co-tenderer/subcontractor/the entity whose capacities are being used confirms that they meet the qualification conditions laid down in the public contract award documentation and that they do not fulfil any of the conditions for exclusion under section 8.1.1 of the public contract award documentation.
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9 MERILO ZA ODDAJO JAVNEGA NAROČILA	9. PUBLIC CONTRACT AWARD CRITERION
Naročnik bo po odpiranju prijav/ponudb pregledal in ugotovil njihovo skladnost z zahtevami iz te dokumentacije. Naročnik lahko zahteva od ponudnika dodatna pojasnila ali dokazila glede prijave/ponudbe, ki jih potrebuje kot pomoč pri pregledu in oceni prijav/ponudb. Naročnik odda javno naročilo na podlagi ekonomsko najugodnejše ponudbe, in sicer na podlagi merila ponudbena cena. Naročnik sklene okvirni sporazum z dopustnimi ponudniki na podlagi merila ekonomsko najugodnejše ponudbe, ki je najnižja končna skupna ponudbena vrednost (v EUR brez DDV). Za prvo naročilo bo kot najugodnejši izbran ponudnik z dopustno ponudbo, ki bo ponudil najnižjo končno skupno ponudbeno vrednost (v EUR brez DDV) za prvo naročilo. V primeru, da dve ali več dopustnih ponudb ponuja enako končno skupno ponudbeno ceno/vrednost, doseženo v zadnjem krogu pogajanj, bo naročnik izbral ponudbo, ki je bila oddana prej preko sistema e-JN.	After they had opened 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 Employer shall enter into the Framework Agreement with admissible tenderers based on the criterion of economically most advantageous tender that constitutes the lowest final total tender price (in EUR (excl. VAT)). The tenderer with an admissible tender who shall offer the lowest final total tender price (in EUR (excl. VAT)) for the first contract shall be selected as the most advantageous for the first contract. If two or more admissible tenders offer the same total final tender price/value reached in the last round of negotiations, the Employer shall select the tender which was submitted earlier via the e-JN system.

10 PRIJAVA/PONUDBA	10. APPLICATION/TENDER
10.1 PONUDBENA DOKUMENTACIJA Ponudbeno dokumentacijo sestavljajo dokumenti, ki so navedeni v 15. točki te dokumentacije in dokazila iz 8. točke te dokumentacije. Po pregledu prijav/ponudb bo naročnik, najugodnejšega ponudnika pozval k predložitvi dokazil, kot je navedeno za posameznim zahtevanim pogojem oziroma razlogom za izključitev. Naročnik ob predložitvi prijave/ponudbe namesto potrdil, ki jih izdajajo javni organi ali tretje osebe, sprejme kot predhodni dokaz Enotni evropski dokument v zvezi z oddajo javnega naročila – ESPD, ki vključuje lastno izjavo, da ni v položaju zaradi katerega je ali bi lahko bil izključen iz sodelovanja v predmetnem postopku javnega naročanja in da izpolnjuje zahtevane pogoje za sodelovanje, hkrati pa zagotavlja ustrezne informacije, ki jih zahteva naročnik. Poleg tega je v ESPD naveden uradni organ ali tretja oseba, odgovorna za izdajo dokazil, vključuje pa tudi uradno izjavo o tem, da bo ponudnik na zahtevo in brez odlašanja sposoben predložiti ta dokazila. Navedbe v ESPD in/ali dokazila, ki ji predloži gospodarski subjekt, morajo biti veljavni. Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi v aplikacijo na spletni strani e-JN /ESPD: http://www.ejn.gov.si/espd/ in v njega neposredno vnese zahtevane podatke. Za uporabo aplikacije eESPD, ki v okviru informacijskega sistema e-JN zagotavlja elektronsko storitev ESPD, registracija uporabnika ni potrebna. Ponudnikom so za pomoč pri izpolnjevanju ESPD obrazca, na spletni strani e-JN, na voljo Navodila za uporabo ESPD za ponudnike (Navodila in obrazci (gov.si)). Dostop do aplikacije je mogoč v vseh najbolj razširjenih spletnih brskalnikih (npr. Mozilla Firefox, Google Chrome, Microsoft Edge). Internet Explorer je nadomestil novi internetni brskalnik Microsoft Edge. Uporaba internetnega brskalnika Microsoft Internet Explorer zaradi prenehanja posodabljanja ni več podprta, zato pri uporabi	10.1 TENDER DOCUMENTATION The tender documentation consists of documents listed under Section 15 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

le-tega tudi v aplikaciji eESPD lahko pride do težav na katere tako skrbnik informacijskega sistema e-JN, kot tudi uporabnik ne moreta vplivati in odgovarjati (npr. nedelovanje vseh funkcionalnosti aplikacije). Ponudnik oziroma gospodarski subjekt lahko ESPD pripravlja oziroma izpolnjuje postopoma. To stori tako, da ESPD po zaključku vsakokratne priprave oziroma izpolnjevanja izvozi in shrani na svoj računalnik ali drug elektronski medij (.xml oblika). Ko želi nadaljevati s pripravo, pa predhodno deloma pripravljen ESPD v skladu z navodili v tem poglavju naloži v aplikacijo eESPD in nadaljuje s pripravo. Aplikacija eESPD, omogoča pripravo ESPD obrazca tudi tujim kandidatom oziroma ponudnikom. Ponudnik na začetku aplikacije v desnem kotu zgoraj zamenja slovenski jezik za angleški jezik (namesto SI označi EN). Izpolnjen in podpisan ESPD mora biti v prijavi/ponudbi priložen za vse gospodarske subjekte, ki v kakršni koli vlogi sodelujejo v prijavi/ponudbi (ponudnik, sodelujoči ponudniki v primeru skupne prijave/ponudbe, gospodarski subjekti, na katerih kapacitete se sklicuje ponudnik in podizvajalci). Ponudnik izpolnjen ESPD predloži v prijavi/ponudbi izključno v elektronski obliki. Aplikacija eESPD omogoča elektronsko podpisovanje .xml oblike ESPD. Elektronsko podpisovanje se izvede z digitalnim kvalificiranim potrdilom. Če naročnik za oddajo prijave/ponudbe uporablja informacijski sistem e-JN, mora ponudnik, ki v informacijskem sistemu e-JN oddaja prijavo/ponudbo, naložiti svoj ESPD v del »Dokumenti«, razdelek »ESPD – ponudnik«, ESPD ostalih sodelujočih pa naložiti v del »Sodelujoči«, razdelek »ESPD – ostali sodelujoči«. Ponudnik, ki v informacijskem sistemu e-JN oddaja prijavo/ponudbo, naloži elektronsko podpisan ESPD v xml. obliki ali nepodpisan ESPD v xml. obliki, pri čemer se v slednjem primeru v skladu s Splošnimi pogoji uporabe informacijskega sistema e-JN šteje, da je oddan pravno zavezujoč dokument, ki ima enako veljavnost kot podpisan. Za ostale sodelujoče ponudnik v del »Sodelujoči«, razdelek »ESPD – ostali sodelujoči« priloži podpisane ESPD v pdf. obliki, ali v elektronski obliki podpisane ESPD v xml. obliki. Naročnik lahko ponudnike kadar koli med postopkom pozove, da predložijo vsa	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
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dokazila ali del dokazil v zvezi z navedbami v ESPD, ki niso uradno dostopna v javnih evidencah. Ponudnik, ki odda prijavo/ponudbo, pod kazensko in materialno odgovornostjo jamči, da so vsi podatki in dokumenti, podani v prijavi/ponudbi, resnični. V nasprotnem primeru ponudnik naročniku odgovarja za vso škodo, ki mu je nastala. 10.2 SESTAVLJANJE PRIJAVE/PONUDBE <i>10.2.1 Dokazila o izpolnjevanju tehničnih zahtev dokumentacije</i> Predmet prijave/ponudbe mora izpolnjevati najmanj minimalne tehnične zahteve, navedene v tehničnem delu te dokumentacije. <i>10.2.2 Obrazec »Predračun«</i> Ponudnik mora v Predračunu ponujati vse pozicije, ob upoštevanju tehničnih zahtev te dokumentacije. <i>(ponudnik podatke predloži v 2. fazi postopka javnega naročila)</i> Ponudnik mora poleg Predračuna izpolniti in predložiti Specifikacijo blaga. Skupna ponudba cena v predračunu mora biti zaokrožena na dve decimalki. Cena zaokrožena na dve decimalki mora biti razvidna iz obrazca predračun v .pdf datoteki in iz obrazca Specifikacije blaga. Ponudnik ne sme spreminjati vsebine specifikacije blaga. Ponujena cena mora zajemati pariteto DDP Šoštanj (Incoterms 2020), vse materialne in nematerialne stroške (trošarine, takse, prevoz, zavarovanje), ki jih bo ponudnik imel z realizacijo naročila. V primeru, da bo naročnik pri pregledu in ocenjevanju prijav/ponudb odkril očitne računske napake, bo ravnal v skladu s sedmim odstavkom 89. člena ZJN-3. Ponudnik v sistemu e-JN predračun naloži v razdelek »Predračun« v .pdf datoteki <i>(se izpolnjen predloži v 2. fazi postopka javnega naročila)</i>.	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. 10.2 DRAWING UP THE APPLICATION/TENDER <i>10.2.1 Supporting documents evidencing the fulfilment of technical requirements from the documentation</i> The subject of the application/tender must meet at least the minimum technical requirements listed in the technical part of this documentation. <i>10.2.2 "Proforma Invoice" form</i> The tenderer's proforma invoice shall comprise any and all items taking account of the technical requirements of this documentation. <i>(The tenderer shall submit the data in Phase 2 of the public contract award procedure)</i> Apart from the proforma invoice, the tenderer shall also complete and submit the Specification of goods. 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.
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V primeru razhajanja med vsebino specifikacije blaga in vsebino predračuna obvelja zapisano v specifikaciji blaga.

Ponudnik mora ob oddaji ponudbe prav tako predložiti izpolnjeno Prilogo št. 7 - Obrazec ponudbe (za odpiranje konkurence) za obdobje 3 mesecev.

10.3 DRUGA DOLOČILA ZA PRIPRAVO PRIJAVE/PONUDBE

10.3.1 Skupna prijava/ponudba

Na podlagi tretjega odstavka 10. člena ZJN-3 lahko v postopku javnega naročanja sodelujejo tudi skupine gospodarskih subjektov, vključno z začasnimi združenji. Skupinam ponudnikov ni treba prevzeti kakršnekoli pravne oblike.

V primeru, da skupina gospodarskih subjektov predloži skupno prijavo/ponudbo, mora ta skupina v primeru, da bodo izbrani na javnem razpisu, predložiti še pravni akt o skupni izvedbi naročila. Pravni akt o skupni izvedbi naročila mora natančno opredeliti naloge in odgovornost posameznih izvajalcev za izvedbo naročila, iz katerega bo nedvoumno razvidno naslednje:

- imenovanje poslovodečega pri izvedbi javnega naročila (vodilnega partnerja),
- pooblastilo poslovodečemu za podpis prijave/ponudbe in okvirnega sporazuma,
- izjava, da so vsi ponudniki v skupni prijavi/ponudbi seznanjeni z navodili ponudnikom za izdelavo prijave/ponudbe in z razpisnimi pogoji ter merilom za dodelitev javnega naročila in da z njimi v celoti soglašajo,
- da so seznanjeni s plačilnimi pogoji iz dokumentacije v zvezi z oddajo javnega naročila, in da se vsa plačila naročnika izvedejo preko nosilca posla,
- navedba, da odgovarjajo naročniku neomejeno solidarno,
- v primeru, da pride do stečaja enega od konzorcijskih partnerjev lahko pride do zamenjave konzorcijskega partnerja pod pogojem, da nov konzorcijski partner izpolnjuje zahtevane pogoje,
- obseg posla (natančna navedba vrste in obsega dobave blaga, ki ga bo opravil posamezni ponudnik in njegove odgovornosti),

The tenderer shall not be allowed to change the content of the Specification of goods. The tender price must comprise the DDP Šoštanj parity (Incoterms 2020) as well as all material and immaterial cost (excise duties, fees, transport, insurance) incurred by the tenderer in relation to the contract implementation.

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 goods and the content of the proforma invoice the former shall prevail.

At the time of submitting their tender, the tenderer shall also submit a completed Appendix No. 7 – Tender form (for the opening of competition) for a term of 3 months.

10.3 OTHER PROVISIONS FOR THE PREPARATION OF THE APPLICATION/TENDER

10.3.1 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 contactors involved in the implementation of the contract, and the following shall proceed therefrom:

- način nominacije podizvajalcev (vsak skupni prijavitelj posebej ali so vsi podizvajalci nominirani preko nosilca posla) ter - imenovanje odgovornih oseb, ki bodo odgovorne za izvedbo predmetnega naročila. Vsak ponudnik v skupni prijavi/ponudbi mora dokazati neobstoj razlogov za izključitev po ZJN-3 sam. V primeru, da prijavo/ponudbo oddaja skupina ponudnikov, je potrebno v prijavi/ponudbi navesti zahtevane podatke o skupni prijavi/ponudbi, ki so navedeni v obrazcu »Podatki o ponudniku/soponudniku«. Obrazec »Predračun« podajo vsi ponudniki, ki nastopajo v skupni prijavi/ponudbi skupaj (en obrazec, podpisan s strani vsaj enega izmed ponudnikov, ki nastopajo v skupni prijavi/ponudbi). Ponudbo v drugi fazi postopka bo lahko oddal samo isti ponudnik/ista skupina ponudnikov, ki je v prvi fazi postopka oddala prijavo. Menjava ponudnikov med fazami ni mogoča. Če bo do nje prišlo, bo naročnik takšno ponudbo izločil iz postopka oddaje javnega naročila kot nedopustno ponudbo. 10.3.2 Prijava/ponudba s podizvajalci Ponudnik lahko prijavo/ponudbo predloži sam oziroma s podizvajalci. Prijava/ponudba s podizvajalci je prijava/ponudba, kjer poleg ponudnika kot glavnega ponudnika nastopajo še drugi gospodarski subjekti (v nadaljevanju: podizvajalci). Podizvajalec je v skladu s 1. odstavkom 94. člena ZJN-3 vsak gospodarski subjekt, ki je pravna ali fizična oseba in za ponudnika, s katerim je naročnik po tem zakonu sklenil pogodbo o izvedbi javnega naročila ali okvirni sporazum, dobavlja blago ali izvaja storitev oziroma gradnjo, ki je neposredno povezana s predmetom javnega naročila. Če bo ponudnik izvajal javno naročilo gradnje ali storitve s podizvajalci, mora v prijavi/ponudbi: - navesti vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,	- 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 Framework Agreement; - 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
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- kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- priložiti izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3 ter
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva.

Le če podizvajalec zahteva neposredno plačilo, se šteje, da je neposredno plačilo podizvajalcu obvezno v skladu s tem zakonom in obveznost zavezuje naročnika in glavnega izvajalca. Kadar namerava ponudnik izvesti javno naročilo s podizvajalcem, ki zahteva neposredno plačilo mora:

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

Naročnik si pridržuje pravico v okviru pregleda prijave/ponudbe pri priglasi nem podizvajalcu preveriti obstoj oz. neobsto j zahteve podizvajalca za neposredno plačilo, enako tudi za primer priglasi tve novega podizvajalca v fazi izvedbe pogodbe/okvirnega sporazuma.

Glavni izvajalec mora med izvajanjem javnega naročila naročnika v skladu s tretjim odstavkom 94. člena ZJN-3 namreč obvestiti o morebitnih spremembah informacij o podizvajalcih in poslati informacije o novih podizvajalcih, ki jih namerava naknadno vključiti v izvajanje javnega naročila, in sicer najkasneje v petih (5) dneh po izvajalčevem angažiranju novega podizvajalca. **V kolikor izvajalec tega ne bo storil, ima naročnik pravico, da za vsako ugotovljeno kršitev izvajalcu zaračuna pogodbeno kazen v višini 5.000,00 EUR za neobveščanje o posameznem podizvajalcu.**

Razlogi za izključitev, ki veljajo za glavnega izvajalca, ravno tako ne smejo biti podani pri nobenem od priglasi tven podizvajalcev.

V kolikor bodo pri podizvajalcu obstajali razlogi za izključitev oziroma ne bo izpolnjeval ustreznih pogojev za sodelovanje iz te dokumentacije, bo naročnik

between the phases. Should any such change occur, the Employer shall eliminate any such tender from the public contract award procedure as inadmissible.

10.3.2 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;

podizvajalca zavrnil in zahteval njegovo zamenjavo. Če bo ponudnik izvajal javno naročilo s podizvajalci, mora v prijavi/ponudbi predložiti: - Seznam podizvajalcev z navedbo obsega del, ki ga prevzema vsak podizvajalec in ocenjeni delež prevzetega obsega del glede na celotni obseg del. - Podatki o podizvajalcu. - Soglasje oziroma pooblastilo izvajalca in podizvajalca. Naročnik bo Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku: - v primeru, da se bo pri naročniku pojavil utemeljen sum, da je ponudnik v postopku javnega naročila predložil neresnično izjavo ali ponarejeno ali spremenjeno listino kot pravo v skladu z enajstim odstavkom 89. člena ZJN-3, - če glavni izvajalec ne ravna v skladu s 94. členom ZJN-3. 10.3.3 Variantne prijave/ponudbe Variantne prijave/ponudbe niso dopuščene. 10.3.4 Jezik prijave/ponudbe Postopek javnega naročanja poteka v slovenskem jeziku. Vsi dokumenti v zvezi s prijavo/ponudbo morajo biti v slovenskem in/ali angleškem jeziku. Vsa korespondenca med ponudnikom in naročnikom bo potekala v slovenskem jeziku ali angleškem jeziku. V primeru nejasnosti in spora velja slovenski jezik. 10.3.5 Veljavnost prijave/ponudbe Prijava/ponudba mora biti veljavna najmanj 180 dni šteto od dneva, ko se izteče rok za oddajo prijav/ponudb. Naročnik in ponudniki se dogovorijo, da bo naročnik lahko v izjemnih okoliščinah zahteval, da ponudniki podaljšajo čas veljavnosti prijav/ponudb za dodatno obdobje,	- 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 <u>main contractor</u>, there shall also be no grounds for <u>exclusion</u> in terms of any of the <u>appointed subcontractors</u>. 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
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določeno s strani naročnika.

10.3.6 Stroški prijave/ponudbe

Vse stroške, povezane s pripravo in predložitvijo prijave/ponudbe, nosi ponudnik.

10.3.7 Protikorupcijsko določilo in razvezni pogoji

V postopku oddaje javnega naročila naročnik in ponudniki ne smejo pričenjati in izvajati dejanj, ki bi vnaprej določila izbor določene prijave/ponudbe, ali ki bi povzročila, da okvirni sporazum ne bi pričel veljati oziroma ne bi bil izpolnjen.

Vsakršno lobiranje v postopkih oddaje javnih naročil je prepovedano.

Okvirni sporazum je sklenjen pod razveznim pogojem, ki se uresniči v primeru izpolnitve ene od naslednjih okoliščin:

- če bo naročnik seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti delovne, okoljske ali socialne zakonodaje s strani izvajalca ali podizvajalca ali
- če bo naročnik seznanjen, da je pristojni državni organ pri izvajalcu ali podizvajalcu v času izvajanja okvirnega sporazuma ugotovil najmanj dve kršitvi v zvezi s:
 - plačilom za delo,
 - delovnim časom,
 - počitki,
 - opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali
 - v zvezi z zaposlovanjem na črnoin za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

V primeru seznanitve naročnika s kršitvijo bo naročnik o tem obvestil izvajalca v desetih dneh.

Izvajalec lahko v roku, ki ga bo določil naročnik, ki pa ne sme biti daljši kot 15 dni,

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).

10.3.1 Variant applications/tenders

Variant applications/tenders are inadmissible.

10.3.4 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.

10.3.5 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.

10.3.6 Cost of applications/tenders

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

10.3.7 Anti-corruption provision and condition subsequent

During the public contract award procedure neither the Employer nor the tenderers

predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če obstaja kršitev pri podizvajalcu, lahko izvajalec v istem roku predloži dokaze, da je podizvajalec sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če izvajalec ne bo predložil dokazov za podizvajalca ali če jih bo, pa bo naročnik ocenil, da ti ukrepi ne zadoščajo, lahko izvajalec zamenja podizvajalca v roku, ki ga bo določil naročnik in ne sme biti daljši od 15 dni v skladu s 94. členom ZJN-3, ali sam prevzame del, ki ga je oddal v podizvajanje temu podizvajalcu, če ta zamenjava ali prevzem ne pomeni bistvene spremembe okvirnega sporazuma. Če izvajalec ne bo predložil dokazov zase ali za podizvajalca ali če jih bo, pa bo naročnik ocenil, da ti ukrepi ne zadoščajo, ali če izvajalec ne bo prevzel del sam ali predlagal novega podizvajalca ali če bo naročnik v skladu s 94. členom ZJN-3 pravočasno predlaganega novega podizvajalca zavrnil, se razvezni pogoji uresniči pod pogojem, da je od seznaitve naročnika s kršitvijo in do izteka veljavnosti okvirnega sporazuma še najmanj šest mesecev. Ne glede na prejšnji stavek se okvirni sporazum za izvedbo javnega naročila gradnje ne razveže, če bi razveza okvirnega sporazuma naročniku povzročila nesorazmerne stroške ali bistvene težave pri nemoteni izvedbi gradnje ali nesorazmerno časovno zamudo in pod pogojem, da naročnik izvajalca najkasneje v 20 dneh od seznaitve s kršitvijo obvesti, da se okvirni sporazum ne razveže.

V primeru izpolnitve razveznega pogoja se šteje, da je okvirni sporazum za tega izvajalca razvezan z dnem sklenitve novega okvirnega sporazuma o izvedbi javnega naročila za predmetno naročilo. O datumu sklenitve novega okvirnega sporazuma bo naročnik obvestil izvajalca.

Če naročnik v 60 dneh od seznaitve s kršitvijo ne začne novega postopka javnega naročila, se šteje, da je okvirni sporazum razvezan šestdeseti dan od seznaitve s kršitvijo.

may initiate or perform any actions that would predetermine the selection of certain application/tender or cause the Framework Agreement not to enter into force or not to be implemented.

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

The Framework 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.
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11 OBVESTILO O ODLOČITVI O ODDAJI NAROČILA	11. NOTIFICATION ON THE AWARD OF THE CONTRACT
Naročnik bo podpisano odločitev o oddaji naročila objavil na portalu javnih naročil in portalu TED. Odločitev se šteje za vročeno z dnem objave na portalu javnih naročil.	The Employer shall publish a signed decision on the award of the contract on the public procurement portal. Such decision shall be deemed delivered as of the date of its publication on the public procurement portal.
12 ODPSTOP OD IZVEDBE JAVNEGA NAROČILA	12. WITDRAWAL FROM THE TENDER PROCESS
Naročnik lahko na podlagi osmega odstavka 90. člena ZJN-3 po sprejemu odločitve o oddaji naročila do sklenitve okvirnega sporazuma odstopi od izvedbe javnega naročila iz utemeljenih razlogov, da predmeta javnega naročila ne potrebujejo več	Based on Article 90(8) of ZJN-3, the Employer may, after having adopted the contract award decision, withdraw from the tender process before signing the Framework Agreement on the grounds that they no longer need or have no funds for the subject-matter of public contract or that they have reasonable

ali da zanj nima zagotovljenih sredstev ali da se pri naročniku pojavi utemeljen sum, da je bila ali bi lahko bila vsebina okvirnega sporazuma posledica storjenega kaznivega dejanja ali da so nastale druge izredne okoliščine, na katere naročnik ni mogel vplivati in jih predvideti ter zaradi katerih je postala izvedba javnega naročila z izbranim ponudnikom nemogoča. V tem primeru bo naročnik v svoji odločitvi in o razlogih, zaradi katerih odstopa od izvedbe javnega naročila, pisno obvestil ponudnike.	cause to suspect that the contents of the Framework Agreement 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 public 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.
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13 OKVIRNI SPORAZUM	13. FRAMEWORK AGREEMENT
K sklenitvi okvirnega sporazuma o izvajanju javnega naročila bo pozvan izbrani ponudnik, katerega ponudba bo glede na merila izbora razvrščena na prvo mesto in hkrati dopustna v smislu 29. točke prvega odstavka 2. člena ZJN-3. Naročnik si pridržuje pravico v primeru okoliščin, ko se ponudnik v preteklem izvedenem postopku javnega naročila na poziv k podpisu okvirnega sporazuma ni odzval oz. okvirnega sporazuma ni podpisal ter je odstopil od namere za sklenitev okvirnega sporazuma, da lahko naročnik na podlagi preteklih okoliščin odstopa odloči, da bo takšen odstop štel za negativno referenco v predmetnem postopku javnega naročila in naslednjih javnih naročilih, ki jih bo izvajal. Naročnik lahko od ponudnika, ki v predmetnem postopku javnega naročila odstopi od namere za sklenitev okvirnega sporazuma, poleg zakonskih možnosti, ki jih ima po ZJN-3, zahteva tudi povračilo vse morebitno dodatno nastale škode zaradi takšnega ravnanja izbranega ponudnika. V primeru, da izbrani ponudnik ne bo želel podpisati okvirnega sporazuma, si naročnik pridržuje pravico, da bo izbral kandidata, ki se je uvrstil na mesto drugo uvrščenega kandidata. V kolikor tudi ta ponudnik odstopi od ponudbe, lahko naročnik pozove k sklenitvi okvirnega sporazuma naslednjega ponudnika in tako dalje. Naročnik bo v takšnem primeru izbral ponudbo naslednjega ponudnika samo v primeru, v kolikor bo njegova ponudba dopustna ter če bo to v interesu naročnika. Okvirni sporazum bo naročnik z izbranim/i ponudnikom/ponudniki sklenil le v primeru uspešno zaključenih vseh postopkov organov upravljanja, nadzora in lastnikov, če bodo izpolnjeni vsi pogoji iz predpisov in aktov, ki urejajo poslovanje naročnikov. Izbrani ponudnik v primeru namere odstopa naročnika od podpisa	The selected tenderer whose tender will, given the selection criteria, come first and will be admissible within the meaning of point 29 of Article 2(1) of ZJN-3, shall be invited to conclude the Framework Agreement on the implementation of the public contract. When in the past tender process the tenderer failed to respond to the invitation to enter into the Framework Agreement or failed to sign the Framework Agreement and withdrew from their intent to enter into the Framework Agreement, 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 legal 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 Framework Agreement, to indemnify them for any additional damage incurred by them as a result of the selected tenderer's actions. If the selected tenderer refuses to sign the Framework Agreement, the Employer reserves the right to select the candidate who came second. If this tenderer, too, withdraws from the tender, the Employer may invite the candidate who came next to enter into the Framework Agreement and so on and so forth. In any such case, the Employer shall only select the tender of the next tenderer if their tender is admissible and if this is in the interest of the Employer. The Employer shall enter into the Framework Agreement with the selected tenderer/s 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 the employers have been met.

okvirnega sporazuma iz tega razloga ni upravičen od naročnika zahtevati kakršne koli povrnitve škode ali vračila kakršnih koli drugih stroškov v zvezi s tem. Naročnik bo po sprejeti odločitvi podpisal okvirni sporazum za celotno javno naročilo z izbranim ponudnikom/i po pravnomočno končanem postopku. Naročnik opozarja ponudnike, da bo okvirni sporazum sklenjena v vsebini, ki izhaja iz vzorca okvirnega sporazuma oziroma je v skladu s to dokumentacijo. V skladu s šestim odstavkom 14. člena Zakona o integriteti in preprečevanju korupcije (Uradni list RS, št. 69/11-UPB2; v nadaljevanju ZIntPK) je dolžan izbrani ponudnik (tudi soponudnik) na poziv naročnika, pred podpisom okvirnega sporazuma, predložiti izjavo ali podatke o udeležbi fizičnih in pravnih oseb v lastništvu kandidata, vključno z udeležbo tihih družbenikov v ter o gospodarskih subjektih za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe s kandidatom. Če bo ponudnik predložil lažno izjavo oziroma bo dal neresnične podatke o navedenih dejstvih, bo to imelo za posledico ničnost okvirnega sporazuma/posameznega naročila. Okvirni sporazum se bo pred podpisom vsebinsko prilagodil glede na to, ali bo/bodo izbrani ponudnik/i predložil/i skupno ponudbo, prijavil sodelovanje podizvajalcev in podobno. Naročnik si pridržuje pravico, da: - poveča obseg dobav po okvirnem sporazumu (npr. naroči dodatne dobave, ipd.) glede na naročnikove potrebe v času izvajanja okvirnega sporazuma, - zmanjša obseg dobav v primeru, da se bodo v času izvajanja okvirnega sporazuma naročnikove potrebe po dobavah zmanjšale. Naročnik si pridržuje pravico do spremembe dobav, povečanja ali zmanjšanja dobav, zaradi razlogov, ki izhajajo iz strani tretjih oseb – kot npr. državnih institucij, upravnih organov ipd. za namen nemotenega izvajanja dobav. V kolikor se bodo naročnikove potrebe zmanjšale, se ponudnik zaveda in soglaša, da zaradi navedenega pridržka ne more utemeljeno pričakovati nikakršnega dobička, in da nima nobenih pravic iz naslova izgube prihodka oz. izgubljenega dobička zaradi izpada pozitivnega poslovnega interesa in ni upravičen do	If the Employer withdraws from the intent to enter into the Framework Agreement, the tenderer shall not be entitled to demand any kind of indemnification or compensation from them in this respect. After having adopted the contract award decision, the Employer shall sign the Framework Agreement for the public contract in full with the selected tenderer/s once the tender process has been completed by a final decision. The Employer warns the tenderers that the Framework Agreement will be entered into in the form as it proceeds from the model Framework Agreement or 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; hereinafter referred to as: ZIntPK) the tenderer shall be obliged, at the request of the Employer, before entering into the Framework Agreement, to submit a statement 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 to the candidate under the provisions of the Companies Act. If tenderer submits a false statement or provides untrue data on the stated facts, this shall lead to a nullity of the Framework Agreement. Before signing, the Framework Agreement will be adjusted to reflect the actual situation, i.e., the submission of a joint tender, involvement of subcontractors etc. The Employer reserves the right to: - increase the scope of supplies/services under the framework Agreement (e.g. they order additional goods/services etc.) according to the Employer's actual needs during the implementation of the Framework Agreement; - reduce the scope of supplies/services should the Employer's needs for goods/services decrease during the implementation of the Framework Agreement. The Employer reserves the right to change the scope of supplies/services or increase/reduce the scope of supplies/services for reasons attributable to third parties, e.g., state agencies, administrative bodies etc.
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morebitnega povračila škode, odškodnine ipd.. Predviden obseg lahko odstopa tudi zaradi sprememb okoliščin, ki jih naročnik v času objave dokumentacije ni mogel predvideti. Zaradi morebitnih nepredvidenih okoliščin (npr. dokazane težave/zamude pri transportu, pri dobavi materialov za blago in iz tega naslova moteno ali okrnjeno delovanje proizvodnje, ipd., ki niso nastale po krivdi ponudnika) se lahko dobava blaga prestavi ali tudi podaljša za toliko dni kot so trajale nepredvidene okoliščine, kar pa ne sme vplivati na spremembo obveznosti okvirnega sporazuma izbranega ponudnika ali vrednost okvirnega sporazuma/posameznega naročila. Naročnik si pridrži pravico do podaljšanja roka za zaključek dobave blaga, v kolikor zaradi razloga na strani naročnika pride do zamika, prekinitve dobave blaga na zahtevo naročnika, če naročnik naroči dodatno blago ali občutne spremembe izvedbe, ki vplivajo na kritične poti pri dobavi blaga - za toliko časa, kot je potrebno, da se te dobave blaga izvedejo. V kolikor izbrani ponudnik dobave blaga ne izvede pravočasno, sme naročnik kupiti blago zaradi kritja pri drugem dobavitelju ter od izbranega ponudnika zahtevati razliko med kupnino, ki je bila določena v okvirnem sporazumu, in kupnino pri kritnem kupu. Vse morebitne spremembe okvirnega sporazuma, ki bi bile potrebne, se za zgoraj navedeno izvedejo na podlagi 1. točke 1. odstavka 95. člena ZJN-3. Ponudnik z oddajo ponudbe soglaša z vsemi pridržki naročnika, zapisanimi v dokumentaciji v zvezi z oddajo javnega naročila tako, da jih naročnik lahko enostransko izvede v skladu s svojimi potrebami. Izbrani ponudnik je dolžan najkasneje v sedmih (7) delovnih dneh po prejemu okvirnega sporazuma v podpis naročniku vrniti podpisani okvirni sporazum, sicer naročnik lahko sklepa, da ponudnik od podpisa okvirnega sporazuma odstopa. V primeru, ko to zaradi objektivnih okoliščin ni mogoče lahko naročnik na zaprosilo ponudnika privoli v daljši rok. Okvirni sporazum je sklenjen, ko ga podpišejo vse stranke okvirnega sporazuma (pri skupni ponudbi tudi vsi partnerji).	If the Employer's requirements are reduced, the tenderer has no rights whatsoever in relation to the loss of income or loss of profit and is not entitled to any compensation, damages, indemnification etc. in this respect. The envisaged scope of supplies/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. Owing to potential unforeseen circumstances (e.g., proven difficulties/delays in transporting, supplying the materials required for the goods and thereto related disturbances of production or limited production, new legislative provisions/requirements or requirements imposed by authorities etc. through no fault of the tenderer) the provision of goods may be rescheduled or postponed for as long as such unforeseen circumstances lasted. This, however, shall not affect the change of obligations the Contractors has under the Framework Agreement or the value of the Framework Agreement itself. The Employer reserves the right to extend the time limit for the supply of goods if for reasons attributable to the Employer there is a delay, a suspension of the supply of goods, if the Employer orders additional goods or demands that the supply be carried out in a significantly different manner affecting the critical channels in the supply of goods – for as much time as is necessary for the goods to be supplied. If the selected tenderer fails to supply the goods within the agreed time limit, the Employer may for reason of coverage engage another supplier and demand from the selected tenderer the difference between the purchase price determined in the agreement and the purchase price paid for the coverage purchase. Any changes to the Framework Agreement that might be necessary shall for all the things listed above be implemented in line with the first paragraph of Article 95(1) of Public Procurement Act (ZJN-3). By submitting the tender, the tenderer consents with the Employer's reservations set out in the contract award documentation, so the Employer may, if applicable, implement them unilaterally according to their needs.
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	The selected tenderer shall be obliged to return the signed Framework Agreement no later than within seven (7) days of having it received for signature. Otherwise, the Employer may assume the tenderer has withdrawn from their intent to enter into the Framework Agreement. Should this not be possible for objective reasons, the Employer may extend the deadline at the tenderer's request. The Framework Agreement shall be deemed executed when it is signed by all contracting parties thereto (in case of joint tender this means all partners, too).
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14 PRAVNO VARSTVO	14. LEGAL PROTECTION
V skladu z Zakonom o pravnem varstvu v postopkih javnega naročanja (Ur. l. RS, št. 43/2011, s spremembami, v nadaljevanju ZPVPJN) se lahko zahtevek za pravno varstvo v postopkih javnega naročanja vloži zoper vsako ravnanje naročnika v postopku javnega naročanja, razen če zakon, ki ureja javno naročanje, ali ZPVPJN ne določa drugače. Pred oddajo prijav/ponudb je rok za vložitev revizijskega zahtevka, ki se nanaša na vsebino objave, povabilo k oddaji prijave/ponudbe ali dokumentacijo v zvezi z oddajo javnega naročila, 10 delovnih dni od objave obvestila o javnem naročilu ali prejema povabila k oddaji prijave/ponudbe. V primeru, da naročnik spremeni ali dopolni navedbe v objavi, povabilu k oddaji prijave/ponudbe ali v dokumentaciji v zvezi z oddajo javnega naročila, se lahko zahtevek za revizijo, ki se nanaša na spremenjeno, dopolnjeno ali pojasnjeno vsebino objave, povabila ali dokumentacije v zvezi z oddajo javnega naročila ali z njim neposredno povezano navedbo v prvotni objavi, povabilu k oddaji prijave/ponudbe ali dokumentaciji v zvezi z oddajo javnega naročila, vloži v 10 delovnih dneh od dneva objave obvestila o dodatnih informacijah, informacijah o nedokončanem postopku ali popravku, če se s tem obvestilom spreminjajo ali dopolnjujejo zahteve ali merila za izbiro najugodnejšega ponudnika. Zahtevek za revizijo mora biti obrazložen. Zahtevek za revizijo se vloži preko portala eRevizija. Vlagatelj mora v zahtevku za revizijo navesti naslednje podatke: ime in naslov vlagatelja zahtevka za revizijo in kontaktno osebo, ime naročnika, oznako javnega naročila ali odločitve o oddaji javnega naročila ali priznanju spodobnosti, predmet	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: ZPVPJN) 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 ZPVPJN 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 a application/tender or 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 a application/tender. If the Employer changes or amends the particulars in the notice, in the invitation to application/tender or in the public contract award documentation, the review request, which refers to the changed, amended or clarified notice, invitation to application/tender or public contract award documentation or to a particular from the original notice, invitation to 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 best tenderer. The review request shall be substantiated and shall be submitted via the eRevizija portal. In the review claim, the applicant must specify the following information: name and

javnega naročila, očitane kršitve, dejstva in dokaze, s katerimi se kršitve dokazujejo, pooblastilo za zastopanje, če vlagatelj nastopa s pooblaščencom in potrdilo o vplačilu takse na račun ministrstva. Vlagatelj mora zahtevek za revizijo priložiti potrdilo o plačilu takse iz 71. člena ZPVPJN in sicer v višini 4.000,00 EUR. Taksa se nakaže na transakcijski račun št. SI56 0110 0100 0358 802, odprt pri Banki Slovenije, Slovenska 35, 1505 Ljubljana, Slovenija – izvrševanje proračuna RS, sklic 11 16110-7111290-XXXXXXLL. Zadnjih osem števk predstavlja številko objave na portalu javnih naročil, pri čemer oznaka X pomeni št. objave obvestila, oznaka L pa označbo leta. V kolikor je številka objave obvestila krajša od šestih znakov, se na manjkajoča mesta spredaj vpiše 0.	address of the person filing the review claim and the contact person, the Contracting Authority's name, the code of public contract or decision on the public contract award or recognition of capacity, the subject-matter of public contract, alleged violations, facts and evidence to demonstrate the violations, power of attorney if the applicant acts through a representative, and a certificate of payment of the fee to the Ministry's bank account. The applicant shall attach to the review request a receipt demonstrating that they paid the fee from Article 71 of ZPVPJN in the amount of EUR 2,000.00. 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.
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15 PRILOGE	15. APPENDICES
Priloga št. 1: Predračun (<i>izpolnjen predračun ponudnik predloži v 2. fazi postopka javnega naročila</i>) Priloga št. 2: Izjava ponudnika Priloga št. 3: Podatki o ponudniku/soponudniku Priloga št. 4: Imenovanje odgovorne osebe za izdelavo prijave/ponudbe Priloga št. 5: Izjava o skupni prijavi/ponudbi Priloga št. 6: Izjava o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika Priloga št. 7: Obrazec ponudbe (za odpiranje konkurence) <i>se predloži že pri oddaji ponudbe</i> Priloga št. 8: Seznam podizvajalcev Priloga št. 8a: Podatki o podizvajalcu Priloga št. 9: Soglasje oziroma pooblastilo izvajalca in podizvajalca	Appendix No. 1: Proforma invoice (<i>completed pro-forma invoice is submitted by the tenderer in the 2nd stage of the public procurement procedure</i>) Appendix No. 2: Statement Appendix No. 3: Tenderer/co-tenderer details Appendix No. 4: Appointment of the person responsible for the preparation of the tender Appendix No. 5: Statement on the joint tender Appendix No. 6: Statement on the participation of natural and legal persons in the capital of the tenderer Appendix No. 7: Tender form (for the opening of competition) <i>shall be submitted at the time of submitting the tender</i> Appendix No. 8: List of subcontractors Appendix No. 8a: Subcontractor details Appendix No. 9: Consent and authorisation of the contractor and subcontractor