

Odprti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

BANKA SLOVENIJE

EVROSISTEM

ODPRTI POSTOPEK ODDAJE JAVNEGA NAROČILA

OPEN PROCEDURE

Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

z oznako/referenced
2.09.3.1.02-16/2024

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

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POVABILO K ODDAJI PONUDBE

INVITATION TO SUBMIT TENDER

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

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

naročnik

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

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

**NADGRADNJA OBSTOJEČE PROGRAMSKE OPREME NA DVEH SORTIRNIH
SISTEMIH BPS M7 Z NOVO PROGRAMSKO OPREMO M EVO, ODSTRANITEV
MODULA Z DVEMA ZLAGALNIKOMA IN PRILAGODITEV BPS M7 14 NA
STOJEČO POZICIJO TER ZAMENJAVA REZALNEGA MODULA NA BPS M7 10**

**UPGRADE OF THE EXISTING SOFTWARE ON THE TWO BPS M7 SORTING
SYSTEMS WITH THE NEW M EVO SOFTWARE, DISMANTLING 2-STACKER
MODULE AND ADJUSTING THE BPS M7 14 TO A STANDING POSITION AND
REPLACING THE SHREDDER MODULE ON THE BPS M7 10**

Na to javno naročilo lahko odda ponudbo ponudnik:

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

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

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

Odprti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

Javno naročilo ni razdeljeno na sklope.

The public service contract is not divided into lots.

Ponudbo se predloži za celotno naročilo.

Variantne ponudbe niso sprejemljive in jih naročnik ne bo upošteval.

Tenders shall be submitted for the entire contract.

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

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

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

Številka/Ref.: 2.09.3.1.02-16/2024

Datum/Date: 27 September, 2024

Za naročnika / For the contracting authority:

Andrej Cafuta

generalni sekretar / Secretary-General

NAVODILA PONUDNIKOM ZA IZDELAVO PONUDBE

/v nadaljevanju: **navodila**/

INSTRUCTIONS TO TENDERERS FOR COMPILING THE TENDER

(hereinafter: **instructions**)

1. PRAVNA PODLAGA

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

1. LEGAL BASIS

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

2. JEZIK V POSTOPKU

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

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

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

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

2. LANGUAGE USED IN PROCEDURE

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

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

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

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

3. DOPUSTNOST PONUDBE

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

- a) za ponudnika oziroma ponudnike ne obstajajo razlogi za izključitev,
- b) ponudnik oziroma ponudniki izpolnjujejo pogoje za sodelovanje,

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

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

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

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

Posamezen obrazec, ki je iz tehničnih razlogov izdelan ali izpolnjen drugače od vzorca, mora vsebinsko v celoti ustrezati naročnikovim zahtevam iz dokumentacije v zvezi z javnim naročilom. Vsebine obrazcev, izjav, listin in dokumentov ni dovoljeno spreminjati.

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

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

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

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

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

3. ADMISSIBILITY OF TENDER

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

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

¹ Žigovanje ni obvezno, razen če je posebej zahtevano

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

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

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

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

An individual form that for technical reasons has been compiled or completed differently from the sample form must substantively comply in full with the contracting authority's requirements in the procurement documents. The content of forms, declarations, certificates and documents may not be modified.

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

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

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

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

- *should there arise a reasonable suspicion at the contracting authority that in the contract award procedure a tenderer has submitted a false declaration or a forged or modified a document*

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

purporting to be genuine in accordance with the eleventh paragraph of Article 89 of the ZJN-3,

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

4. JAVNOST IN ZAUPNOST

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

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

Ne glede na določbe prvega odstavka 35. člena ZJN-3 o varovanju podatkov oziroma zaupnosti pa so vedno javni podatki specifikacije ponujenega blaga, storitve ali gradnje in količina iz te specifikacije, cena na enoto, vrednost posamezne postavke in skupna vrednost iz ponudbe ter vsi tisti podatki, ki so vplivali na razvrstitev ponudbe v okviru drugih meril.

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

4. PUBLIC NATURE AND CONFIDENTIALITY

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

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

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

Attachments and documents that the tenderer justifiably designates as confidential or that are defined as such by the contracting authority shall be accessible and usable solely for the purposes of this public

service contract (i) by the contracting authority's personnel involved in this contract award procedure, (ii) by the National Review Commission in the event of a request for the review of contract award procedures, and/or (iii) at the request of competent national authorities or the court.

5. PODIZVAJALCI / SKUPNA PONUDBA

Ponudba s podizvajalci:

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

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

Če ponudnik nastopa v ponudbi s podizvajalcem, mora:

- navesti vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- navesti kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- priložiti Obrazec 4 (Pooblastilo za pridobitev podatkov iz uradnih evidenc), Obrazec 5 (Izjava o udeležbi fizičnih in pravnih oseb v lastništvu subjekta), Obrazec 6 (Izjava o integriteti poslovnih subjektov), Obrazec 7 (Zahteve in tehnične specifikacije za nadgradnjo dveh (2) sortirnih strojev BPS M7-14SB-33 in BPS M7-10LSB-33), ter če se ponudnik nanje sklicuje, tudi dokazilo o uporabi zmogljivosti drugih subjektov;
- priložiti izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3 (Obrazec 14),
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva (Obrazec 1, III. točka).

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

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

V primeru ponudbe s podizvajalcem, ki zahteva neposredno plačilo³, mora ponudnik v pogodbi o izvedbi javnega naročila pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije neposredno plačuje podizvajalcu, podizvajalec pa mora predložiti soglasje, na podlagi katerega naročnik namesto glavnega izvajalca poravnava podizvajalčevo terjatev do glavnega izvajalca (asignacija). Soglasja

³ Le če podizvajalec zahteva neposredno plačilo, se šteje, da je neposredno plačilo podizvajalcu obvezno in obveznost zavezuje tako naročnika kot tudi glavnega izvajalca. Kadar namerava ponudnik izvesti javno naročilo s podizvajalcem, ki zahteva neposredno plačilo, mora:

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

Za tiste nominirane podizvajalce, ki neposrednih plačil ne bodo zahtevali, bo naročnik od glavnega izvajalca zahteval, da mu najpozneje v 60 dneh od plačila končnega računa oziroma situacije pošlje svojo pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedena dela. Če izvajalec ne ravna skladno s tem določilom, bo naročnik Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku iz 2. točke prvega odstavka 112. člena ZJN-3.

podizvajalcev za neposredna plačila so del Obrazca 1 (Ponudba), ki je tudi del pogodbe o izvedbi javnega naročila. Roki plačil glavnemu izvajalcu in njegovim podizvajalcem so enaki.

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

Skupna ponudba:

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

V primeru skupne ponudbe podpisnikom ni potrebno priložiti Obrazca 3 (Izjava o sprejemanju razpisnih pogojev), ker je njegova vsebina vključena v Obrazcu 2 (Izjava in pooblastilo skupnih ponudnikov), vsak podpisnik pa ji zase priloži izpolnjen Obrazec 4 (Pooblastilo za pridobitev podatkov iz uradnih evidenc) in Obrazec 5 (Izjava o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika), Obrazec 6 (Izjava o integriteti poslovnih subjektov), Obrazec 7 (Zahteve in tehnične specifikacije za nadgradnjo dveh (2) sortirnih strojev BPS M7-14SB-33 in BPS M7-10LSB-33), poleg tega pa vsak zase izpolni še Obrazec 11 (ESPD). Ostali pogoji, ki se nanašajo na priznanje sposobnosti, se ugotavljajo za vse ponudnike skupaj.

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

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

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

5. SUBCONTRACTORS / JOINT TENDER

Tender with subcontractors:

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

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

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

- list all the subcontractors and every part of the public service contract that it intends to subcontract,*
- list the contact details and statutory representatives of the proposed subcontractors,*

- attach Form 4 (Authorisation to obtain data from official records), Form 5 (Declaration of the participation of natural persons and legal persons in the ownership of the economic operator), Form 6 (Declaration of the integrity of business entities), Form 7 (Requirements and technical specifications for the upgrade of two (2) sorting machines BPS M7-14SB-33 and BPS M7-10LSB-33), and also, if the tenderer relies on them, proof of the utilisation of the capacities of other entities;
- attach an ESPD completed by the subcontractors in accordance with Article 79 of the ZJN-3 (Form 14),
- attach the subcontractor's request for direct payment, if so required by the subcontractor (Form 1, point III).

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

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

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

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

Joint tender:

Tenders may also be submitted by a group of tenderers as a joint tender. Such tenderers shall bear unlimited joint and several liability to the contracting authority. Their replacement is only allowed

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

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

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

during the performance phase and subject to their own and the contracting authority's prior written consent, and only when the regulations and established practices of the National Review Commission and the courts so allow.

In a joint tender there is no need to attach Form 3 (Declaration of acceptance of tender conditions), as its content is already included in Form 2 (Declaration and authorisation of joint tenderers). Each signatory shall also on its own behalf attach a completed Form 4 (Authorisation to obtain data from official records), Form 5 (Declaration of the participation of natural persons and legal persons in the ownership of the tenderer), Form 6 (Declaration of the integrity of business entities), Form 7 (Requirements and technical specifications for the upgrade of two (2) sorting machines BPS M7-14SB-33 and BPS M7-10LSB-33), and shall also complete Form 11 (ESPD) for itself. The other conditions relating to the recognition of qualifications shall be defined for all the tenderers together. There may be no grounds for the exclusion of an individual joint tenderer, i.e. the joint tenderers must meet all the conditions set out in the forms of the procurement documents.

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

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

6. ZMOGLJIVOSTI DRUGIH SUBJEKTOV

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

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

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

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

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

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

6. CAPACITIES OF OTHER ENTITIES

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

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

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

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

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

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

7. VSEBINA PONUDBE

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

1. Obrazec 1: Ponudba,
2. Obrazec 2: Izjava in pooblastilo skupnih ponudnikov,
3. Obrazec 3: Izjava o sprejemanju razpisnih pogojev,
4. Obrazec 4: Pooblastilo za pridobitev podatkov iz uradnih evidenc,
5. Obrazec 5: Izjava o udeležbi pravnih in fizičnih oseb v lastništvu subjekta,
6. Obrazec 6: Izjava o integriteti poslovnih subjektov,
7. Obrazec 7: Zahteve in tehnične specifikacije,
8. Obrazec 8: Vzorec pogodbe,
9. Obrazec 9: Predračun,
10. Obrazec 10: Usposobljenost ponudnika,
11. Obrazec 11: ESPD-ji.
12. Obrazec 12: Garancija za dobro izvedbo pogodbenih obveznosti

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

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

⁶ The ESPD is the European Single Procurement Document.

7. CONTENT OF TENDER

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

- 1. Form 1: Tender,*
- 2. Form 2: Declaration and authorisation of joint tenderers,*
- 3. Form 3: Declaration of acceptance of tender conditions,*
- 4. Form 4: Authorisation to obtain data from official records,*
- 5. Form 5: Declaration on the participation of legal and natural persons in the ownership of the entity,*
- 6. Form 6: Declaration of the integrity of business entities,*
- 7. Form 7: Requirements and technical specifications,*
- 8. Form 8: Sample contract,*
- 9. Form 9: Proforma invoice,*
- 10. Form 10: Tenderer's qualifications,*
- 11. Form 11: ESPDs.*
- 12. Form 12: Performance bond for the good performance of contractual obligations*

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

8. UGOTAVLJANJE SPOSOBNOSTI

8.1 POJASNILA ZA POGOJE, ZAHTEVE IN DOKAZILA

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

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

POMEMBNO:

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

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

POMEMBNO:

Če država članica ali tretja država dokazil ne izdaja ali če ti ne zajemajo vseh primerov, jih ponudnik nadomesti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.

Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi na spletni strani Portala javnih naročil ESPD <https://ejn.gov.si/espd/> (angleško: [ESPD \(eop.bg\)](https://ejn.gov.si/espd/)), vanj neposredno vnese zahtevane podatke, ga izvozi, digitalno podpiše ter izpolnjenega predloži v ponudbi.

Skupna ponudba:

Vsi ponudniki v skupni ponudbi morajo ESPD izpolniti posamično.

Podizvajalci in subjekti, na katerih zmogljivosti se ponudnik sklicuje:

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

8. DETERMINATION OF QUALIFICATION

8.1 NOTES ON CRITERIA, REQUIREMENTS AND SUPPORTING DOCUMENTS

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

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

IMPORTANT NOTICE:

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

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

IMPORTANT NOTICE:

If a Member State or a third country does not issue the aforementioned supporting documents, or if they do not cover all cases, the tenderer shall replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, a notary-public or a professional or trade organisation in this person's home country or in the country in which the economic operator is established.

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

Joint tender:

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

Subcontractors and entities whose capacities the tenderer is relying on:

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

8.2. RAZLOGI ZA IZKLJUČITEV⁷

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

- I. gospodarskemu subjektu ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem, je bila izrečena pravnomočna sodba za kazniva dejanja, navedena v prvem odstavku 75. člena ZJN-3 ali pravnomočna sodba za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča.

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

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

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

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

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

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

DOKAZILO:

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

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

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

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

POPRAVNI MEHANIZEM ZA RAZLOGE ZA IZKLJUČITEV

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

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

8.2. GROUNDS FOR EXCLUSION⁸

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

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

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

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

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

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

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

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

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

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

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

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

CORRECTIVE MECHANISM FOR GROUNDS FOR EXCLUSION

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

In connection with the grounds for exclusion referred to in points I., and V., an economic operator in these positions may submit evidence to the contracting authority by no later than the deadline for submission of tenders that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion. The payment of or an undertaking to pay compensation for all damage caused by the criminal offence or breach, active collaboration with investigating authorities in order to clarify the facts and circumstances in a comprehensive manner, and the taking of concrete technical, organisational and personnel measures appropriate to preventing further criminal offences or breaches are considered sufficient measures. When evaluating the measures taken by the economic operator, the contracting authority shall take account of the seriousness and particular circumstances of the criminal offence or breach. If the contracting authority considers the evidence submitted by the economic

operator to be sufficient, it shall not exclude the economic operator from the contract award procedure irrespective of the grounds for exclusion. If the contracting authority assesses that the measures are insufficient, it shall inform the economic operator of the reasoning for this decision.

9. ODPRAVA NAPAK

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

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

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

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

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

9. RECTIFICATION OF ERRORS

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

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

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

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

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

10. FINANČNA ZAVAROVANJA

Izbrani ponudnik mora najpozneje v 15 dneh po podpisu pogodbe izročiti naročniku garancijo za dobro izvedbo pogodbenih obveznosti, izdano s strani kreditne institucije z dovoljenjem za opravljanje bančnih storitev na območju EU, po bistveni vsebini priloženega vzorca v Obrazcu 12, v višini 10 % skupne pogodbene vrednosti naročila brez DDV. Garancija za dobro izvedbo velja do vključno 30 dni po primopredaji opravljenih pogodbenih obveznosti.

10. FINANCIAL INSURANCE

The selected contractor must provide the contracting authority with a performance bond for the good performance of contractual obligations, issued by a credit institution authorized to provide banking services within the EU, in accordance with the essential content of the attached sample in Form 12, no later than 15 days after signing the contract. The bond must be in the amount of 10% of the total contract value excluding VAT. The performance bond will remain valid until 30 days after the handover of the completed contractual obligations.

11. DOSTOP DO DOKUMENTACIJE V ZVEZI Z JAVNIM NAROČILOM

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

11. ACCESS TO PROCUREMENT DOCUMENTS

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

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

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

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

Naročnik bo zahtevo za pojasnilo razpisne dokumentacije oziroma kakršnokoli drugo vprašanje ali predlog v zvezi z naročilom štel kot pravočasno, v kolikor bo zastavljeno najkasneje do vključno **18. 10. 2024 do 10:00 ure**.

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

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

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

*The contracting authority shall consider a request for clarification of the procurement documents or any other query or proposal in connection with the public service contract as timely if it is submitted by no later than **October, 18, 2024 til 10:00 CET**.*

13. ODDAJA PONUDBE

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

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

Uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Informacijski sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika⁹). Z oddajo ponudbe je le-ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo ponudb.

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema ejn.gov.si **najkasneje do 5. 11. 2024, 10:00 CET**. Za oddano ponudbo se šteje ponudba, ki je v informacijskem sistemu označena s statusom »ODDANO«.

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

Dostop do povezave za oddajo elektronske ponudbe v tem postopku javnega naročila je na naslednji povezavi https://ejn.gov.si/ponudba/pages/aktualno/aktualno_jnc_podrobno.xhtml?zadevald=46670

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

13. SUBMISSION OF TENDER

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

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

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

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system by no later than by **10:00 CET on November, 5, 2024**. A tender is deemed to have been submitted if it is designated as "SUBMITTED" in the information system.

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

Access to the link for the submission of an electronic tender in this contract award procedure is provided via the following link

https://ejn.gov.si/ponudba/pages/aktualno/aktualno_jnc_podrobno.xhtml?zadevald=46670

14. UMIK, SPREMEMBA ALI DOPOLNITEV PONUDBE

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

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

14. WITHDRAWAL, AMENDMENT OR SUPPLEMENTATION OF TENDER

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

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

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

15. ODPIRANJE PONUDB

Odpiranje ponudb bo potekalo avtomatično v informacijskem sistemu **5. 11. 2024** in se bo začelo **ob 11:00** na spletnem naslovu <https://ejn.gov.si>

Odpiranje poteka tako, da informacijski sistem samodejno ob uri, ki je določena za javno odpiranje ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene, ter omogoči dostop do .pdf dokumenta, ki ga ponudnik naloži v sistem pod razdelek "Predračun". Javna objava se avtomatično zaključi po dveh dneh. Ponudniki, ki so oddali ponudbe, imajo te podatke v informacijskem sistemu na razpolago v razdelku "Zapisnik o odpiranju ponudb".

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

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

15. OPENING OF TENDERS

*The opening of tenders shall take place automatically in the information system, beginning at **11:00 CET on November, 5, 2024** online at <https://ejn.gov.si>.*

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

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

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

16. DELNE PONUDBE / VARIANTNE PONUDBE

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

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

16. PARTIAL TENDERS / VARIANT TENDERS

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

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

17. MERILA ZA OCENJEVANJE PONUDB

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

17. AWARD CRITERIA

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

18. VREDNOST PONUDBE

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

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

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

18. VALUE OF TENDER

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

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

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

19. ROK VELJAVNOSTI PONUDB

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

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

19. VALIDITY OF TENDERS

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

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

20. ODLOČITVE V POSTOPKIH JAVNEGA NAROČANJA

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

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

20. DECISIONS IN CONTRACT AWARD PROCEDURES

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

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

21. POSTOPKI PO IZDAJI OBVESTILA O ODDAJI NAROČILA

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

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

21. PROCEDURES AFTER ISSUE OF CONTRACT AWARD NOTICE

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

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

22. PROTİKORUPCIJSKO DOLOČILO

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

V času od izbire ponudbe do začetka veljavnosti pogodbe naročnik in ponudnik ne smeta začenjati dejanj, ki bi lahko povzročila, da pogodba ne bi začela veljati ali da ne bi bila izpolnjena. V primeru ustavitve postopka nobena stran ne sme začenjati in izvajati postopkov, ki bi oteževali razveljavitev ali spremembo odločitve o izbiri, ali ki bi vplivali na nepristranskost naročnika in/ali Državne revizijske komisije.

22. ANTI-CORRUPTION CLAUSE

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

In the period between the selection of the tender and the entry into force of the contract, the contracting authority and the tenderer may not initiate actions that could prevent the contract from entering into force or from being performed. Should the procedure be terminated, neither party may initiate or undertake procedures that could hinder the cancellation or amendment of the selection decision, or that could affect the impartiality of the contracting authority and/or the National Review Commission.

23. PRAVNI POUK

Pravna podlaga, roki in pravica do vložitve revizije

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

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

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

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

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

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

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

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

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

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

P1: 16110

P2: 7111290

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

¹¹ Zagovornik javnega interesa je kot vlagatelj oproščen plačila takse.

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

23. NOTICE OF LEGAL REMEDY

Legal basis, deadlines and right to request review

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

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

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

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

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

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

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

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

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

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

P1: 16110

P2: 7111290

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

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

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

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

Številka/Ref.: 2.09.3.1.02-16/2024
Datum/date: 27 Sept 2024

Za naročnika / For the contracting authority:

Andrej Cafuta
generalni sekretar / Secretary-General

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

Obrazec 1: PONUDBA

Form 1: TENDER

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

Banka Slovenije
Slovenska cesta 35
1505 Ljubljana

Na podlagi javnega naročila za Nadgradnjo obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10, vam dajemo naslednjo
On the basis of the public contract for Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10, we hereby submit the following

**PONUDBO ZA NADGRADNJO OBSTOJEČE PROGRAMSKE OPREME NA DVEH
SORTIRNIH SISTEMIH BPS M7 Z NOVO PROGRAMSKO OPREMO M EVO,
ODSTRANITEV MODULA Z DVEMA ZLAGALNIKOMA IN PRILAGODITEV BPS M7 14
NA STOJEČO POZICIJO TER ZAMENJAVA REZALNEGA MODULA NA BPS M7 10**

/

***TENDER FOR UPGRADE OF THE EXISTING SOFTWARE ON THE TWO BPS M7 SORTING
SYSTEMS WITH THE NEW M EVO SOFTWARE, DISMANTLING 2-STACKER MODULE
AND ADJUSTING THE BPS M7 14 TO A STANDING POSITION AND REPLACING THE
SHREDDER MODULE ON THE BPS M7 10***

I.

Naročniku v skladu z določili tega javnega naročila ponujamo storitve nadgradnje obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10.

Under the terms of this public contract, we are offering contracting authority upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10.

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

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

II.

Podatki o ponudniku / Information about the tenderer:

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

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

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

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

III.

S to ponudbo nastopamo (*ustrezno označite*)

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

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

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

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

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

Ponudnik v nadaljevanju navaja podatke v zvezi s podizvajalci iz drugega odstavka 94. člena ZJN-3:

Below the tenderer provides the following information in connection with the subcontractors referred to in the second paragraph of Article 94 of the ZJN-3:

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

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

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

Podizvajalec _____, ki sodelujem pri javnem naročilu _____ izjavljam, da zahtevam neposredno plačilo od naročnika. V _____, Podpis podizvajalca: _____ <i>Subcontractor _____, who is participating _____ the _____ public contract hereby declares that it requires direct payment from the contracting authority. Done in _____, on Subcontractor's signature: _____</i>
--

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

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

IV.

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

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

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

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

Priloga: Pisni dogovor med skupnimi ponudniki za izvedbo predmetnega javnega naročila, ki vsebuje podatke, v skladu s 5. poglavjem navodil te dokumentacije javnega naročila. Skupni ponudniki se

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

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

morajo v pisnem dogovoru dogovoriti, da bodo solidarno in neomejeno odgovarjali naročniku za vse obveznosti iz tega javnega naročila.

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

V.

S to ponudbo uporabljamo zmogljivosti drugih subjektov¹⁵:

Št.	Firma in sedež
1.	
2.	
3.	

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

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

No.	Business name and registered office
1.	
2.	
3.	

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

VI.

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

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

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

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

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

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

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

I.

Podpisani / The undersigned

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

z nazivom / with
the title

Iz /
of

(funkcija) /
(position)

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

Podpisani / The undersigned

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

z nazivom / with
the title

Iz /
of

(funkcija) /
(position)

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

Podpisani / The undersigned

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

z nazivom / with
the title

Iz /
of

(funkcija) /
(position)

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

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

pooblaščamo _____ (ime in priimek pooblaščenca)

z nazivom _____ (funkcija)

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

ki se podpisuje _____ in parafira _____,

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

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

authorise _____ (first name and surname of authorised person)

with the title _____ (position)
of _____ (business name and registered office of lead tenderer),
who signs _____ and initials _____,

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

II.

Vsak podpisani skupni ponudnik izjavljam:

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani, (razen, kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in da so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika,
- da sprejemam vse pogoje in zahteve, ki izhajajo iz dokumentacije v zvezi z predmetnim javnim naročilom "Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10",
- da sprejemam izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem javnim naročilom,
- da so vsi podatki v naši skupni ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu,
- da pri tej skupni ponudbi dodeljenega javnega naročila brez predhodnega pisnega dogovora z drugimi izvajalci in z naročnikom ne bom prenesel na drugega izvajalca,
- da se z oddajo zavezujoče ponudbe v postopku oddaje javnega naročila zavežemo podpisati tudi pogodbo iz Obrazca 8. Potrjujemo, da brez sklenitve te pogodbe tudi ni sklenjeno pogodbeno razmerje na podlagi dokumentov iz posredovane ponudbe, ki sicer predstavljajo naše pogoje za izvedbo pogodbenih obveznosti. Potrjujemo, da le sklenitev in veljavnost navedene pogodbe po vzorcu naročnika in potrditev naših pogojev iz ponudbe predstavljajo celovito ureditev pogodbenega razmerja, ki je predmet tega javnega naročila.

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

- *tenders submitted electronically into the information system are deemed dated and signed by us (except where a signature is specifically required on individual forms) and that all parts of our tender are binding for us as a tenderer in relation to the contracting authority,*
- *we accept all the criteria and requirements set out by the procurement documents in connection with the public service contract entitled "Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10",*
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this public service contract,*
- *all information provided in our joint tender is true and not misleading, and that all copies of documents correspond to the originals,*
- *in the context of this joint tender, we will not transfer the awarded public service contract to another contractor without the prior written agreement of the other contractors and the contracting authority,*
- *submitting a binding tender in the contract award procedure entails a commitment to sign the contract set out in Form 8. We confirm that failure to conclude this contract would mean that no contractual relationship has been concluded on the basis of the documents in the submitted*

tender, which otherwise constitutes a prerequisite for our performance of the contractual obligations. We confirm that only the conclusion and validity of the aforementioned contract according to the contracting authority's sample and the confirmation of our terms and conditions referred to in the tender constitute the complete arrangement of the contractual relations that are the subject of this public service contract.

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

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

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

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

Kraj in datum / Place and date:

Podpis pooblastitelja /
Signature of authoriser:

Kraj in datum / Place and date:

Podpis pooblastitelja /
Signature of authoriser:

Kraj in datum / Place and date:

Podpis pooblastitelja /
Signature of authoriser:

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

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

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

Ponudnik / *The tenderer:*

izjavljamo / *hereby declares that:*

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani (razen, kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika;
- *tenders submitted electronically into the information system shall be deemed dated and signed by us (except where a signature is specifically required on individual forms) and that all parts of our tender shall be binding for us as a tenderer in relation to the contracting authority;*
- da sprejemamo vse pogoje in zahteve dokumentacije v zvezi s predmetnim javnim naročilom "Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10";
- *we accept all the criteria and requirements set out by the procurement documents in connection with the public service contract entitled "Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10";*
- da sprejemamo izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem postopkom oddaje javnega naročila;
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this contract award procedure;*
- da so vsi podatki v naši ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu in
- *all information provided in our tender is true and not misleading, and that all copies of documents correspond to the originals;*
- da dodeljenega javnega naročila brez predhodnega pisnega dogovora z naročnikom ne bomo prenesli na drugega izvajalca;
- *we will not transfer the awarded public service contract to another contractor without the prior written agreement of the contracting authority;*
- da se z oddajo zavezujoče ponudbe v postopku oddaje javnega naročila zavezujemo podpisati tudi pogodbo iz Obrazca 8. Potrjujemo, da brez sklenitve te pogodbe tudi ni sklenjeno pogodbeno razmerje na podlagi dokumentov iz posredovane ponudbe, ki sicer predstavljajo naše pogoje za izvedbo pogodbenih obveznosti. Potrjujemo, da le sklenitev in veljavnost navedene pogodbe po vzorcu naročnika in potrditev naših pogojev iz ponudbe predstavljajo celovito ureditev pogodbenega razmerja, ki je predmet tega javnega naročila.
- *submitting a binding tender in the contract award procedure entails a commitment to sign the contract set out in Form 8. We confirm that failure to conclude this contract would mean that no contractual relationship has been concluded on the basis of the documents in the submitted tender, which otherwise constitutes a prerequisite for our performance of the contractual*

obligations. We confirm that only the conclusion and validity of the aforementioned contract according to the contracting authority's sample and the confirmation of our terms and conditions referred to in the tender constitute the complete arrangement of the contractual relations that are the subject of this public service contract.

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

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

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

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

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

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

Obrazec 4: POOBLASTILO ZA PRIDOBITEV PODATKOV IZ URADNIH EVIDENC

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

1. Gospodarskemu subjektu (ponudnik, skupni ponudnik, podizvajalec ali subjekt, na katerega zmogljivosti se ponudnik sklicuje) ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta, ali ki ima pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem, ni bila izrečena pravnomočna sodba za kazniva dejanja, navedena v prvem odstavku 75. člena ZJN-3 ali pravnomočna obsodba za primerljiva kazniva dejanja, ki so jih izrekla tuja sodišča;

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

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

- o gospodarskem subjektu:

Podjetje	
Sedež	
Matična številka	

- ☐ (slovenski gospodarski subjekt) od Ministrstva za pravosodje,
- ☐ (tuji gospodarski subjekt) od _____, uradni naslov organa _____
ALI
- ☐ že predloženo k ponudbi
- (ustrezno označi oziroma izpolni eno od zgornjih možnosti);

Kraj in datum

Podpis

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

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

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

(ustrezno označi oziroma izpolni eno od zgornjih možnosti);

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

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

(ustrezno označi oziroma izpolni eno od zgornjih možnosti);

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

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

(potrditev ustrezno označi);

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

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

(ustrezno označi oziroma izpolni eno od zgornjih možnosti).

Podatki:

- o gospodarskem subjektu:

Podjetje	
Sedež	
Matična številka	

Kraj in datum

Podpis

POPRAVNI MEHANIZEM ZA RAZLOGE ZA IZKLJUČITEV

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

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

POMEMBNO OPOZORILO:

Naročnik bo pred izdajo sklepa o oddaji javnega naročila od ponudnika zahteval (če jih ne bo mogel brezplačno pridobiti sam), da predloži najnovejša dokazila (potrdila, izjave) kot dokaz neobstoja razlogov za izključitev in pogojev za sodelovanje, zato je priporočljivo, da ponudnik že k ponudbi predloži vsa zahtevana dokazila. Če država članica ali tretja država dokazil ne izdaja ali če ti ne zajemajo vseh primerov, jih ponudnik nadomesti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.

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

Form 4: AUTHORISATION TO OBTAIN DATA FROM OFFICIAL RECORDS

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

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

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

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

- about an economic operator:

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

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

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

Place and date

Signature

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

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

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

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

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

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

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

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

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

(confirm as appropriate);

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

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

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

Information:

- about an economic operator:

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

Place and date

Signature

REMEDY MECHANISM FOR REASONS FOR EXCLUSION

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

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

IMPORTANT WARNING:

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

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

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

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

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

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

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

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

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

2					
3					
4					
....					

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

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

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

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

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

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

V/na _____, dne _____

Ime in priimek:

Podpis in žig:

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

¹⁷ 527. člen ZGD-1.

Form 5: DECLARATION ON THE PARTICIPATION OF LEGAL AND NATURAL PERSONS IN THE OWNERSHIP OF THE ENTITY

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

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

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

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

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

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

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

2					
3					
....					

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

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

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

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

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

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

Done in _____, on _____

First name and surname:

Signature and stamp:

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

¹⁸ Article 527 of the ZGD-1.

Obrazec 6: IZJAVA O INTEGRITETI POSLOVNIH SUBJEKTOV

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

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

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

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

II

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

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

V/na _____, dne _____

Zakoniti zastopnik:

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

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

Form 6: DECLARATION OF THE INTEGRITY OF BUSINESS ENTITIES

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

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

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

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

II

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

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

Done in _____ on _____

Statutory representative:

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

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

Obrazec 7: ZAHTEVE IN TEHNIČNE SPECIFIKACIJE

NADGRADNJA DVEH (2) SORTIRNIH STROJEV BPS M7-14SB-33 IN BPS M7-10LSB-33

1. Nadgradnja obstoječe programske in strojne opreme na dveh (2) sortirnih strojih z novo programsko in strojno opremo M Evo

BPS M7-14SB-33:

- pošiljanje, namestitve in usposabljanje operaterjev (strojna in programska oprema),
- nakup in namestitve M Evo Performance Hardware paketa,
- nakup in nadgradnja vseh MDC-jev s tiskanimi vezji,
- nakup in namestitve računalniškega sistema SCS2 vključno s kabli,
- nakup in namestitve MPC računalnika vključno s kabli,
- nakup in namestitve M Evo programske opreme,
- terminska licenca za M Evo Software Premium Edition za tri (3) leta (plačilo letno),
- prilagoditev in migracija M Evo EUR, vključno s programsko opremo za zaznavanje IBNS, posodobljeno na najnovejšo razpoložljivo različico,
- predhodni SAT²¹ testi,
- SAT in
- navodila za uporabo.

BPS M7-10LSB-33:

- pošiljanje, namestitve in usposabljanje operaterjev (strojna in programska oprema),
- nakup in namestitve M Evo Performance Hardware kit-a,
- nakup in nadgradnja vseh MDC-jev s tiskanimi vezji,
- nakup in namestitve računalniškega sistema SCS2 vključno s kabli,
- nakup in namestitve MPC računalnika vključno s kabli,
- nakup in namestitve M Evo programske opreme,
- terminska licenca za M Evo Software Premium Edition za tri (3) leta (plačilo letno),
- prilagoditev in migracija M Evo EUR, vključno s programsko opremo za zaznavanje IBNS, posodobljeno na najnovejšo razpoložljivo različico,
- predhodni SAT testi,
- SAT in
- navodila za uporabo.

Vsi hitri popravki, posodobitve programske opreme in funkcij morajo biti vključene v ceno za dogovorjeno trajanje pogodbe/licence. Pogodba mora biti veljavna 3 leta od datuma namestitve (podpisa prevzemnega zapisnika).

Izvajalec mora naročniku jasno predstaviti vsebino licenčnega paketa Premium Edition.

Izvajalec mora zagotoviti, da bodo vse funkcionalnosti programske opreme in stroja ostale nespremenjene (tudi tiste, ki so specifične za stroje naročnika). Spremenijo ali odstranijo se lahko le s soglasjem naročnika.

Izvajalec mora zagotoviti, da za delovanje programske opreme M Evo na največji učinkovitosti ne bodo potrebne dodatne naložbe v programsko ali strojno opremo. V nasprotnem primeru stroške krije dobavitelj sam.

²¹ Site Acceptance Test (SAT) – prevzemni preizkus na lokaciji.

2. Nadgradnja BPS M7-14SB-33 z modulom NotaTracc v stoječi položaj ter odstranitev modula z dvema zlagalnikoma

- pošiljanje, namestitve in usposabljanje,
- razstavitev modula z dvema zlagalnikoma/bandlerjem,
- ločitev vseh modulov stroja,
- dviganje vseh modulov stroja, vključno z NotaTracc,
- nakup in namestitve vseh modulov na nove podstavke, vključno z NotaTracc (nadgradnja v stoječi položaj),
- ponovna montaža modulov, vključno z NotaTracc,
- nakup in namestitve ožičenja in cevi (podaljšanje),
- sinhronizacija transporta in koles zlagalnika,
- predhodni SAT test,
- SAT in
- navodila za uporabo.

3. Nadgradnja BPS M7-10LSB-33 z novim modulom za razrez

- pošiljanje, namestitve in usposabljanje,
- razstavitev obstoječega modula za razrez (SD),
- nakup in namestitve novega modula za razrez,
- sinhronizacija transportne poti na modulu za razrez,
- predhodni SAT test,
- SAT in
- navodila za uporabo.

Garancijska doba za vse module, nadgradnje programske in strojne opreme je 1 leto.

NAVODILO: Odgovorna oseba ponudnika elektronsko posreduje obrazec v informacijskem sistemu, ki velja za datiran in podpisan z dnem oddaje v informacijski sistem ter tako zavezuječ za ponudnika v odnosu z naročnikom. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu.

Form 7: REQUIREMENTS AND TECHNICAL SPECIFICATIONS

UPGRADE OF TWO (2) SORTING MACHINES BPS M7-14SB-33 AND BPS M7-10LSB-33

1. Upgrade of the existing software and hardware on two (2) sorting machines with the new M Evo Software and hardware

BPS M7-14SB-33:

- Shipment, installation & training (hardware and software),
- Purchase & Installation of M Evo Performance Hardware kit,
- Purchase & Upgrading of all MDCs with circuit boards,
- Purchase & Installation of SCS2 computer system including cabling,
- Purchase & Installation of MPC computer including cabling,
- Purchase & Installation of M Evo Software,
- M Evo Software Premium Edition term license for three (3) years (payment year by year)
- M Evo EUR adaptation & migration, including software for the IBNS detection updated to the latest available version,
- Pre-SAT tests,
- SAT and
- Instructions for use.

BPS M7-10LSB-33

- Shipment, installation & training (hardware and software),
- Purchase & Installation of M Evo Performance Hardware kit,
- Purchase & Upgrading of all MDCs with circuit boards,
- Purchase & Installation of SCS2 computer system including cabling,
- Purchase & Installation of MPC computer including cabling,
- Purchase & Installation of M Evo Software,
- M Evo Software Premium Edition term license for three (3) years (payment year by year)
- M Evo EUR adaptation & migration, including software for the IBNS detection updated to the latest available version,
- Pre-SAT tests,
- SAT and
- Instructions for use.

All Hot fixes, software and feature upgrades must be included in the price for the agreed duration of the contract/licence. The contract should be valid for 3 years from the date of installation (signing of the handover record).

The Contractor must clearly present the content of the Premium Edition term license package to the customer.

The Contractor must ensure that all software and machine functionalities should remain intact (also those, specific for the customer's machines). They could be modified or removed only in agreement with the customer.

The Contractor must ensure that no further investment in software or hardware will be required to operate M Evo software at the maximum efficiency. Otherwise, the costs are borne by the supplier himself.

2. Upgrade of the BPS M7-14SB-33 with NotaTracc module to standing position and dismantling of 2 stacker module

- Shipment, installation & training,
- Dismantling of 2-stacker/bundler module,
- Separation of all machine modules,
- Lifting of all machine modules including NotaTracc,
- Purchase & Installation of all modules on new plinths including NotaTracc (upgrade to the standing position),
- Re-mounting of modules including NotaTracc,
- Purchase & Installation of wiring and piping (extension),
- Transport and stacker wheel synchronization,
- Pre-SAT test,
- SAT and
- Instructions for use.

3. Upgrade of the BPS M7-10LSB-33 with new shredder module

- Shipment, installation & training,
- Dismantling of existing shredder module (SD),
- Purchase & Installation of new shredder module,
- Transport synchronization on shredder module,
- Pre-SAT test,
- SAT and
- Instructions for use.

The warranty period for all modules, software and hardware upgrades is 1 year.

INSTRUCTIONS: *The responsible person of the tenderer shall electronically submit the form in the information system, which is considered dated and signed on the day of submission to the information system and thus binding on the tenderer in relation to the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Obrazec 8: VZOREC POGODBE

Oznaka:

Form 8: SAMPLE CONTRACT

Ref:

Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana, Slovenija, ki jo zastopa _____, matična št.: 5023912000, ID za DDV: SI92582087, poravnavni račun: SI56 0100 0000 0100 090 (v nadaljevanju: Banka Slovenije ali naročnik),

Banka Slovenije, of Slovenska cesta 35, 1505 Ljubljana, Slovenia, represented by _____, its _____, registration number: 5023912000, VAT ID number: SI92582087, settlement account: SI56 0100 0000 0100 090 (hereinafter: Banka Slovenije or the contracting authority),

in

and

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

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

(v nadaljevanju: ponudnik ali izvajalec),

(hereinafter: the tenderer or contractor),

**POGODBA O
NADGRADNJI OBSTOJEČE
PROGRAMSKE OPREME NA DVEH
SORTIRNIH SISTEMIH BPS M7 Z NOVO
PROGRAMSKO OPREMO M EVO,
ODSTRANITEV MODULA Z DVEMA
ZLAGALNIKOMA IN PRILAGODITEV BPS
M7 14 NA STOJEČO POZICIJO TER
ZAMENJAVA REZALNEGA MODULA NA
BPS M7 10²²**

**CONTRACT ON THE
UPGRADE OF THE EXISTING SOFTWARE
ON THE TWO BPS M7 SORTING SYSTEMS
WITH THE NEW M EVO SOFTWARE,
DISMANTLING 2-STACKER MODULE AND
ADJUSTING THE BPS M7 14 TO A
STANDING POSITION AND REPLACING
THE SHREDDER MODULE ON THE BPS M7
10²⁴**

I. UVOD

1. člen

Pogodbeni stranki ugotavljata da:

- je naročnik izvedel odprti postopek v skladu s 40. členom Zakona o javnem naročanju (ZJN-3) in dokumentacijo javnega naročila »Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10« (v

I. RECITALS

Article 1

The contracting parties hereby establish that:

- the contracting authority carried out an open procedure in accordance with Article 40 of the Public Procurement Act (ZJN-3), and published the procurement documents for "Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10"

nadaljevanju: **javno naročilo**) in objavil obvestilo o naročilu dne ____ na Portalu javnih naročil, pod št. objave _____, in dne ____ v Uradnem listu EU, pod št. objave _____, dne _____, se je izvajalec s svojo ponudbo z dne _____, oznaka: _____, odzval na posredovano dokumentacijo javnega naročila iz prejšnje alineje v, ALI

- sta/so _____ se _____ skupna/skupni ponudnika/ponudniki nazivi in naslovi izvajalcev (v nadaljevanju: izvajalec ali skupna ponudnika) s skupno ponudbo z dne _____, odzvala/odzvali na objavo javnega naročila iz prejšnje alineje v, IN/ALI
- da je izvajalec oddal ponudbo s podizvajalcem/podizvajalci z dne _____, in sicer nazivi in naslovi podizvajalca/podizvajalcev,
- je Banka Slovenije izbrala izvajalca s sklepom št. _____;
- sta dokumentacija javnega naročila (Priloga 1) in vsa dokumentacija, ki jo je izvajalec dostavil Banki Slovenije v skladu s pogoji iz Priloge 1 kot svojo ponudbo (Priloga 2) z oznako z dne _____, dva sestavna dela te pogodbe, in sicer **Priloga 1 in Priloga 2**.

(hereinafter: the **public service contract**) and published the Notification of the public service contract on _____ on the Public Procurement Portal under number _____, and on _____ in the Official Journal of the European Union under number _____, the contractor responded to the procurement documents referred to in the previous indent with its tender of _____ referenced _____, OR

- the joint tenderers (business names and registered offices of contractors) (hereinafter: the contractor or joint tenderers) responded to the publication of the contract notice referred to in the previous indent with their joint tender of _____, AND/OR
- the contractor submitted a tender with a subcontractor/subcontractors of _____, (business names and registered offices of subcontractor(s)),
- Banka Slovenije selected the contractor by virtue of decision number _____;
- the procurement documents (Appendix 1) and all the documentation that the contractor submitted to Banka Slovenije in accordance with the terms and conditions set out in Appendix 1 as its tender (Appendix 2) with a reference dated _____, are both integral parts of this contract, namely **Appendix 1 and Appendix 2**.

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

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

V primeru neskladja med to pogodbo in njenimi prilogami veljajo določila te pogodbe. V primeru nasprotij med **Priloga 1** in **2** velja vsebina iz **Priloge 1**.

In the event of a discrepancy between this contract and its appendices, the provisions of this contract shall take precedence. In the event of discrepancies between Attachment 1 and Attachment 2, the content of Attachment 1 shall take precedence.

In the event of any discrepancy between the contractual provisions in the Slovene and English

²² Pogodba bo dopolnjena z vsebino za skupno ponudbo oziroma ponudbo s podizvajalci, če bo izbrana skupna ponudba oziroma ponudba s podizvajalci.

²⁴ The contract will be supplemented with content for a joint tender or a tender with subcontractors if a joint tender or a tender with subcontractors is selected.

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

versions, the English version of the documentation and the contract shall take precedence.

II. PREDMET POGODBE

2. člen

Izvajalec zagotovi nadgradnjo strojne opreme na dveh sortirnih sistemih BPS M7 in nadgradi sisteme z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10, v skladu z zahtevami in specifikacijami iz Obrazca 7 Priloge 1 in v skladu s Prilogo 2. Naročnik v skladu s to pogodbo plača izvajalcu dogovorjeno pogodbeno ceno za izvedbo tega javnega naročila.

II. SUBJECT OF CONTRACT

Article 2

The contractor undertakes to provide hardware upgrade on two BPS M7 sorting systems and upgrades the systems with new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10, in accordance with the requirements and specifications set out in Form 7 of the Appendix 1 and in accordance with Appendix 2. Under this contract the contracting authority shall pay the agreed price for the performance of this public service contract to the contractor.

III. IZVEDBA IN ODGOVORNOST STRANK

3. člen

Pogodba velja od začetka njene veljavnosti do izteka treh **(3) let šteto** od podpisa primopredajnega zapisnika. Avtomatska obnova te pogodbe ni mogoča.

III. IMPLEMENTATION AND LIABILITY OF THE PARTIES

Article 3

The contract is valid from the beginning of its validity until the expiration of three (3) years counted from the signing of the handover record. No automatic renewal of this contract is possible.

Končni rok za dobavo, sestavo in namestitve programske opreme M Evo in drugih zahtev iz 2. člena je 9 mesecev po začetku veljavnosti pogodbe. Ponudnik najprej izvede vse zahteve iz razpisa na stroju BPS M7 10. Po uspešni nadgradnji in zagonu stroja BPS M7 10 izvede vse zahteve iz razpisa še na stroju BPS M7 14.

The final deadline for the delivery, assembly and installation of M Evo software and other requirements from article 2 is 9 months after the entry into force of the contract. The provider first executes all the requests from the tender on the BPS M7 10 machine. After the successful upgrade and start-up of the BPS M7 10 machine, it executes all the requests from the tender on the BPS M7 14 machine.

Šteje se, da je zamuda na strani izvajalca nastala, če ne izpolni svojih obveznosti v dogovorjenem obsegu, načinu, kakovosti, rokih in v dogovorjeni količini.

A delay shall be deemed to have arisen on the part of the contractor when it fails to perform its obligations in the agreed scope, manner, to the agreed quality, by the agreed deadlines and in the agreed amount.

Z izjemo dogodkov višje sile in/ali razlogov na strani naročnika, je naročnik upravičen izvajalcu zaračunati pogodbeno kazen v višini 0,5 % skupne pogodbene vrednosti brez DDV, kar znaša EUR za vsak dan zamude glede na končno določen rok dobave iz drugega odstavka tega člena. Ta

With the exception of force majeure events and/or reasons arising from contracting authority, the contracting authority shall be entitled to charge the contractor a contractual penalty of 0.5 % of the total contract value without VAT i.e. EUR, for each day of delay with respect to the final deadline

kazen ne sme presegati več kot 5 % skupne pogodbene vrednosti brez DDV, kar znaša..... EUR.

for delivery referred to in the second paragraph of this article. That penalty shall not exceed more than 5 % of the total contract value without VAT, i.e. EUR

Ne glede na določbo prejšnjega odstavka je naročnik, z izjemo dogodkov višje sile in/ali razlogov na strani naročnika, upravičen v primeru neizpolnitve ali delne neizpolnitve obveznosti s strani izvajalca, zaračunati izvajalcu pogodbeno kazen v višini 5 % skupne pogodbene vrednosti brez DDV, kar znaša EUR..

Notwithstanding the provision of the previous paragraph and with the exception of force majeure events and/or reasons arising from contracting authority, the contracting authority shall also be entitled to a contractual penalty in the amount of 5 % of total value without VAT i.e. EUR in the event of default or partial default for reasons caused by contractor.

V primeru kršitve obveznosti varovanja zaupnosti, z izjemo dogodkov višje sile in/ali razlogov na strani naročnika, ima naročnik pravico zaračunati pogodbeno kazen v višini 10 % celotne vrednosti naročila brez DDV za vsak posamezen primer, ne glede na pogodbeno kazen iz v četrtem in/ali petem odstavku tega člena.

In the event of a breach of the non-disclosure obligation, with the exception of force majeure events and/or reasons arising from contracting authority, the contracting authority shall be entitled to charge a contractual penalty in the amount of 10% of the total contract value net of VAT for each individual case, irrespective of the contractual penalty referred to in the fourth and/or fifth paragraphs of this article.

Pogodbene kazni se obdelujejo in zaračunavajo ločeno in neodvisno. Obračunajo se ob plačilu, izvajalec pa jih je dolžan poravnati v roku 30 dni od prejema naročnikove zahteve po plačilu. Naročnik si lahko zagotovi plačilo pogodbene kazni tudi z unovčenjem morebitnih finančnih zavarovanj, s katerimi razpolaga. Naročnik bo najkasneje ob prevzemu/potrditvi pogodbenih obveznosti obvestil izvajalca, da si pridržuje pravico do pogodbene kazni zaradi zamude rokov. Naročnik ima pravico od izvajalca zahtevati pogodbeno kazen zaradi neizpolnitve pogodbenih obveznosti iz petega in šestega odstavka tega člena ali zahtevati izpolnitev pogodbenih obveznosti.

Contractual penalties shall be processed and charged separately and independently. They shall be billed during payment, and the contractor shall be obliged to settle them within 30 days of receiving the contracting authority's written instruction. The contracting authority may also seek the payment of a contractual penalty by liquidating any financial collateral that it has at its disposal. The contracting authority shall, no later than upon the acceptance/confirmation of the contractual obligations, inform the contractor that it reserves the right to a contractual penalty due to missed deadlines. The contracting authority shall have the right to demand a contractual penalty from the contractor due to non-performance of the contractual obligations referred to in the fifth and sixth paragraphs of this article, or to demand the performance of the contractual obligations.

Naročnik ima pravico zahtevati pogodbeno kazen za neizpolnitev pogodbenih obveznosti tudi, če pogodbena kazen presega škodo, ki mu je nastala, in tudi če škoda ni povzročil. Če škoda, ki jo povzroči naročnik, presega pogodbeno kazen zaradi neizpolnitve pogodbenih obveznosti, ima

The contracting authority shall be entitled to demand a contractual penalty for failure to meet the contractual obligations even if the contractual penalty exceeds the damage it has incurred and even if it has incurred no damage. If the damage incurred by the contracting authority exceeds the contractual penalty for non-performance of

naročnik pravico zahtevati razliko do celotne odškodnine.

contractual obligations, the contracting authority shall have the right to claim the difference to full compensation.

Primopredaja obeh nadgrajenih sortirnih sistemov, ki bosta izpolnjevala vse zahteve iz tehničnih specifikacij iz Priloge 1, skupaj s predajo tehnične in lastniške dokumentacije se izvede, ko obe strani podpišeta primopredajni zapisnik, po opravljenem testiranju, ki potrjuje nemoteno delovanje sistema. Primopredajni zapisnik, ki ga podpišeta obe strani, je sestavni del in **Priloga 3** te pogodbe.

*The handover of both upgraded machines, which shall meet all the technical specification requirements from Appendix 1, together with the handover of the technical and proprietary documentation, shall be made when both parties sign the handover record, following the completion of the testing that confirms the system's smooth operation. The handover record signed by both parties shall constitute the integral part and **Appendix 3** to this agreement.*

Izvajalec naročniku zagotovi terminsko licenco za M Evo Software Premium Edition za tri (3) leta. Banka Slovenije licenco plačuje za vsako leto posebej.

The contractor provides M Evo Software Premium Edition term license for three (3) years. Banka Slovenije pays for the license separately for each year.

Pogodbeni stranki se strinjata, da roka ni mogoče podaljšati, razen v primeru višje sile in/ali iz razlogov, na katere ponudnik ne more vplivati.

The contracting parties agree that the deadline may not be extended, except in case of force majeure and/or for reasons beyond the control of the tenderer.

Plačilo pogodbene kazni ali unovčitev garancije za dobro izvedbo pogodbениh obveznosti ne odvezuje izvajalca izpolnitve pogodbениh obveznosti, niti ne vpliva na pravico naročnika do odstopi od te pogodbe.

The payment of a contractual penalty or redemption of the performance bond shall not relieve the contractor of the performance of contractual obligations, nor shall it affect the contracting authority's right to withdraw from this agreement.

V primeru kršitve te pogodbe je izvajalec dolžan naročniku povrniti vso neposredno nastalo škodo, ne glede na izvrševanje institutov po tej pogodbi, vključno s škodo, nastalo zaradi odgovornosti izvajalca na drugi pravni podlagi.

In the event of a breach of this contract, the contractor is obliged to reimburse the contracting authority for all directly incurred damage, irrespective of the exercise of institutions under this contract, including damage incurred due to the contractor's liability on another legal ground.

Pogodbena stranka, ki jo je prizadela višja sila, o tem pisno obvesti drugo pogodbeno stranko. Če se pogodbeni stranki pisno dogovorita, da je nastopila višja sila, pogodbene obveznosti v času trajanja višje sile mirujejo. V kolikor bi izvajalec zašel v zamudo zaradi višje sile, mora o tem v najkrajšem možnem času pisno obvestiti naročnika in nadaljevati z deli, ko navedeni razlogi ne bodo več veljali. O prenehanju višje sile izvajalec nemudoma obvesti naročnika. Za višjo silo se štejejo vsi nepredvideni dogodki, na katere nobena stranka nima ali ni imela vpliva in jih ni mogla preprečiti in so onemogočili izpolnjevanje

A contracting party affected by force majeure shall inform the other contracting party accordingly in writing. If the two contracting parties agree in writing that a force majeure event has occurred, contractual obligations shall be suspended during the force majeure event. Should the contractor fall into delay as a result of force majeure, it shall inform the contracting authority accordingly as soon as possible in writing, and shall continue the works when the aforementioned grounds no longer apply. The contractor shall notify the contracting authority of the cessation of force majeure without delay. All unforeseen developments over which no

pogodbenih obveznosti (bolezen, naravne nesreče, vojna, višja sila, priznana v sodni praksi ipd.). V primeru višje sile izvajalec nemudoma pristopi k odpravljanju posledic, ki vplivajo na pravice naročnika. Izvajalec si bo prizadeval čim bolj zmanjšati nastanek škode naročnika zaradi višje sile.

party has or had any influence and could not prevent, and which prevented the performance of the contractual obligations (illness, natural disasters, war, force majeure recognised in case law, etc.) shall be deemed force majeure. In the event of force majeure, the contractor shall immediately embark on rectifying the consequences if they impact the rights of the contracting authority. The contractor shall endeavour to minimise the incurring of damage by the contracting authority due to force majeure.

Do uspešne primopredaje oziroma potrditve izvedbe pogodbenih obveznosti nosi tveganje naključnega uničenja izvajalec.

Until the successful handover or confirmation of the performance of contractual obligations, the risk of accidental destruction shall be borne by the contractor.

IV. CENA

4. člen

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

IV. PRICE

Article 4

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

Skupna pogodbeni vrednost znaša EUR (brez DDV) in vključuje ceno nove programske opreme M Evo za oba sortirna sistema in 3 letno licenco za programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma, prilagoditev BPS M7 14 na stoječo pozicijo, zamenjavo rezalnega modula na BPS M7 10, njeno dobavo, sestavljanje in instalacijo na lokaciji naročnika, usposabljanje naročnikovih operaterjev, morebitne carinske obveznosti, stroške garancije za dobro izvedbo pogodbenih obveznosti in 1 letno garancijsko dobo za nadgradnjo.

The total contract value shall amount to EUR (without VAT) and includes the price of new Software M Evo for both sorting machines and 3 years of licences for M Evo software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10, its delivery, assembly and installation at the contracting authority's location, training of the contracting authority's operators, potential customs duties, cost of performance bond for the good performance of contractual obligations and 1 year of warranty period for the upgrade.

Strošek 3 letnih licenc za programsko opremo M Evo, ki je vključena v skupno pogodbeno vrednost iz drugega odstavka tega člena, znašaEUR (brez DDV) in se plača v treh zaporednih letnih obrokih, in sicer prvič ob podpisu prevzemnega zapisnika v višiniEUR (brez DDV) ter zatem še dva obroka eden po preteku enega leta (za drugo leto) in zadnji po preteku drugega leta (za tretje leto). Preostali pogodbeni znesek (za strojno in programsko opremo) v višiniEUR (brez DDV) se plača po podpisu prevzemnega zapisnika.

The costs of 3 years licences for M Evo Software which is included in the total contractual value stated in the second paragraph of this article shall amount to EUR..... (without VAT) and is paid in three consecutive yearly instalments, first instalment after signing the handover record at the amount of EUR..... (without VAT) and afterwards still two instalments after 1 year (for second year) and the last one after second year (for third year). The remaining contract value (for hardware and software) at the amount of EUR.....(without VAT) is paid after signing the handover record.

Izvajalec izdani račun pošlje v brezpapirni obliki na elektronski naslov: eracuni@bsi.si (e-račun v xml obliki, skupaj s prilogami v PDF obliki). Naročnik se obvezuje, da bo plačal račun v roku 30 dni od njegovega prejema.

The contractor shall email the issued invoice in paperless form to eracuni@bsi.si (e-invoice in xml format, with attachments in pdf). The contracting authority shall pay the invoice within 30 days of receipt.

V. PRENEHANJE POGODBE

5. člen

Pogodba lahko preneha:

- s pretekom časa, za katerega je bila sklenjena,
- z odpovedjo pogodbe s strani ene od strank v skladu s to pogodbo,
- z odstopom od pogodbe s strani pogodbi zveste stranke v skladu s to pogodbo,
- s sporazumom pogodbenih strank ali
- če zakon tako določa.

Naročnik lahko odpove pogodbo z odpovednim rokom 30 dni, če je proti izvajalcu uveden postopek prisilne poravnave, stečaja ali likvidacijski postopek.

Odpovedni rok začne teči naslednji dan od prejema odpovedi. Odstop od pogodbe začne veljati z dnem prejema odstopa.

Vsaka stranka lahko odstopi od te pogodbe, če druga pogodbeni stranka kršitve v postavljenem roku ne odpravi, kljub predhodnem pisnem opominu in zahtevi za odpravo kršitve.

Izvajalec izrecno soglaša, da se kot kršitev pogodbe, zaradi katere je mogoče odstopiti od pogodbe po prejšnjem odstavku, razumejo tudi krivdni razlogi, kot so nekvalitetno, nestrokovno, nepravočasno, nevestno itd. izvajanje pogodbenih obveznosti, zaradi:

- katerih vsaj ena izmed pogodbenih obveznosti ni v celoti izpolnjena ali je izpolnjena pod pričakovanji, značilnimi za strokovnjake s področja predmeta javnega naročila ali
- česar ni več mogoče uresničiti namena, ki ga pogodba zasleduje ali

V. TERMINATION OF CONTRACT

Article 5

The contract may be terminated:

- at the end of the period for which it was concluded,
- by notice being given by one of the contracting parties in accordance with this contract,
- by withdrawal from the contract by the party adhering to the contract in accordance with this contract,
- by mutual consent of the contracting parties, or
- if so provided by law.

The contracting authority may terminate the contract with a notice period of 30 days, if compulsory composition, bankruptcy or liquidation proceedings are initiated against the contractor.

The notice period shall run from the day following receipt of the notice of termination. Withdrawal from the contract takes effect on the day the withdrawal is received.

Each party may withdraw from this contract if the other party fails to remedy the breach within the specified period, despite prior written warning and demand for remedy the violation.

The contractor expressly agrees that the following circumstances are considered contract breaches that may result in withdrawal from the contract as stated in the previous paragraph: a failure to perform the contractual obligations at the requisite quality, with the required expertise, in timely fashion, and with the requisite good faith, whereby:

- at least one of the contractual obligations has not been performed in full or has been performed at a level below the expectations typical of professionals working in the area of the public contract, or

- katerih obstaja utemeljen dvom naročnika, da izvajalec v bistvenem delu ne bo izpolnil svojih obveznosti.

- the purpose of this contract can no longer be achieved, or
- there is reasonable doubt on the part of the contracting authority that the contractor will be able to perform a substantial part of its obligations.

Izvajalec izrecno soglaša, da se kot kršitev pogodbe, zaradi katere je mogoče odstopiti od pogodbe, razumejo tudi kršitve poklicnih pravil, kot so ravnanja oziroma sum o obstoju naslednjih ravnanj:

- a) zloraba zaupnih podatkov, vključno s kakršnimikoli osebnimi podatki;
- b) korupcija, kot jo opredeljuje zakon, ki ureja integriteto in preprečevanje korupcije;
- c) katerokoli prevara ali druga vrsta škodljivega ravnanja v razmerju do tretjih oseb (poslovnih partnerjev, zaposlenih, strank), ki je ali bi lahko povzročilo večjo škodo (materialno ali nematerialno);
- d) razlogi za pregon kaznivega dejanja iz prvega odstavka 75. člena ZJN-3;

- e) druga dejanja, zaradi katerih bi bil naročnik sam izpostavljen prekršku, civilni ali kazenski odgovornosti ali bi zaradi njih utrpel materialno ali nematerialno škodo (z zmanjšanjem ugleda).

Naročnik lahko ne glede na določila zakona, ki ureja obligacijska razmerja, odstopi od pogodbe v naslednjih primerih:

- a) javno naročilo je bilo med izvajanjem bistveno spremenjeno, kar terja nov postopek javnega naročanja;
- b) v času oddaje javnega naročila je bil izvajalec v enem od položajev, zaradi katerega bi ga moral naročnik izključiti iz postopka za oddajo javnega naročila, vendar naročnik med postopkom za oddajo javnega naročila s tem ni bil seznanjen;

- c) zaradi resnih kršitev obveznosti, določenih v PEU, PDEU in ZJN-3, ter obveznosti, ki jih je Sodišče Evropske unije opredelilo v skladu 258. členom PDEU, javno naročilo ne bi smelo biti oddano izvajalcu.

Pogodbeno razmerje preneha v primeru prenehanja poslovanja izvajalca. V kolikor se spremeni subjekt izvajalca zaradi prestrukturiranja na izvajalčeve

The contractor expressly agrees that breaches of professional rules, such as conduct or suspicion of the existence of the following conduct, are also considered a breach of contract that may lead to termination of the contract:

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

The contracting authority may, notwithstanding the law governing obligational relationships, withdraw from the contract in the following cases:

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

univerzalne pravne naslednike (pripojitev, spojitve, prenos premoženja, preoblikovanje ...) ali zaradi insolventnosti si naročnik pridržuje pravico, da spremeni pogodbo v skladu z določbami 95. člena ZJN-3.

V primeru naročnikovega odstopa od pogodbe lahko naročnik od izvajalca uveljavlja odškodnino za povzročeno škodo in povrnitev stroškov. Naročnik izvajalcu ni odgovoren za odstop od pogodbe oziroma odpoved pogodbe.

VI. GARANCIJA ZA DOBRO IZVEDBO POGODBENIH OBVEZNOSTI

6. člen

Izvajalec mora v petnajstih (15) dneh po podpisu te pogodbe naročniku izročiti nepreklicno in brezpogojno garancijo za dobro izvedbo v obliki garancije, ki je plačljiva na prvi poziv, po vzorcu iz Obrazca 12 Priloge 1 v višini do 10 % celotne pogodbene vrednosti brez DDV z veljavnostjo do vključno 30 dni po podpisu primopredajnega zapisnika.

Ta pogodba je sklenjena pod odložnim pogojem, da izvajalec izroči naročniku bančno garancijo za dobro izvedbo pogodbениh obveznosti iz prejšnjega odstavka v zahtevani obliki in v zahtevanem roku. V nasprotnem primeru se šteje, da ta pogodba ni sklenjena.

Naročnik lahko unovči bančno garancijo za dobro izvedbo pogodbениh obveznosti po poteku roka za odpravo kršitve, ki ga je izvajalec pisno določil, ne glede na morebitno uveljavljanje drugih institucij po tej pogodbi, če izvajalec ne izpolnjuje svojih obveznosti iz te pogodbe na dogovorjen način, v dogovorjenem roku, v dogovorjenem obsegu, v dogovorjeni kakovosti in v dogovorjeni količini ali ne izpolni svojih pogodbениh obveznosti ali jih izpolni le delno.

Garancija po tem členu je sestavni del te pogodbe in je **Priloga 4** te pogodbe.

The contractual relationship terminates in the event of the contractor's dissolution. In the event of a change in the contractor's entity due to restructuring (merger, acquisition, transfer of assets, transformation, etc.) or insolvency, the contracting authority reserves the right to amend the contract in accordance with the provisions of Article 95 of ZJN-3.

In the event of the contracting authority's withdrawal from the contract, the contracting authority may claim compensation from the contractor for the damages and costs incurred. The contracting authority is not liable to the contractor for the withdrawal or termination of the contract.

VI. PERFORMANCE BOND FOR THE GOOD PERFORMANCE OF CONTRACTUAL OBLIGATIONS

Article 6

*Within fifteen (15) days of signing this contract, the contractor shall deliver to the contracting authority an irrevocable and unconditional performance bond in bank guarantee form payable on first demand under the template provided in Form 12 set out in **Appendix 1**, in the amount of up to 10% of the total contract value, excluding VAT, valid up to 30 days after the handover of the completed contractual obligations*

This contract has been concluded under the condition precedent that the contractor shall deliver to the contracting authority the performance bond in bank guarantee form referred to in the previous paragraph in the required form and within the required deadline. Otherwise the this contract shall be deemed not to have been concluded.

The contracting authority may redeem the performance bond in bank guarantee form after the deadline for the rectification of the breach stipulated for the contractor in writing, irrespective of any exercise of other institutions under this contract, if the contractor fails to perform its obligations under this contract in the agreed manner, by the agreed deadline, in the agreed extent, to the agreed quality, and in the agreed quantity, or fails to perform its contractual obligations or performs them only in part.

V primeru delne ali celotne unovčitve garancije za dobro izvedbo pogodbenih obveznosti, ne da bi naročnik odstopil od te pogodbe, se izvajalec zavezuje, da bo naročniku v desetih dneh od poziva predložil enakovredno garancijo za dobro izvedbo pogodbenih obveznosti v obliki bančne garancije.

V kolikor bi prišlo do sporazumnega podaljšanja roka po tej pogodbi za izvedbo pogodbenih del, se veljavnost bančne garancije za dobro izvedbo pogodbenih obveznosti podaljša za enako obdobje.

V primeru statusno pravne spremembe na strani izvajalca ali prenosa izvedbe te pogodbe na drugega poslovnega subjekta, mora izvajalec zagotoviti, da novi poslovni subjekt nemudoma izroči naročniku ustrezno bančno garancijo za dobro izvedbo pogodbenih obveznosti po tem členu, sicer lahko naročnik unovči izvajalčevo garancijo v obliki bančne garancije, s katero razpolaga na podlagi te pogodbe.

VII. SOCIALNA KLAUZULA

7. člen

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

V primeru seznanitve naročnika s kršitvijo mora ta o tem obvestiti izvajalca v desetih dneh. Izvajalec lahko v roku, ki ga določi naročnik, ki pa ne sme

*The bond under this article is an integral part of this contract and constitutes **Appendix 4** hereof.*

In the event of the partial or full redemption of the performance bond without the contracting authority's withdrawal from this contract, the contractor undertakes to provide an equivalent performance bond in bank guarantee form to the contracting authority within ten days of being called upon to do so.

Should there be an amicable extension of the period under this agreement for the performance of contractual works, the validity of the performance bond in bank guarantee form shall be extended for the same period.

In the event of a change of legal status on the part of the contractor or the transfer of the performance of this agreement to another business entity, the contractor shall ensure that the new business entity immediately delivers to the contracting authority an appropriate performance bond in bank guarantee form under this article; otherwise the contracting authority may redeem the contractor's bond in bank guarantee form that it holds on the basis of this contract.

VII. SOCIAL CLAUSE

Article 7

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

In the event of the contracting authority being aware of a breach, it shall inform the contractor accordingly within ten days. The contractor may,

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

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

VIII. PROTİKORUPCIJSKA KLAVZULA

8. člen

Ta pogodba je nična v primeru, če kdo v imenu ali na račun izvajalca, predstavnika, zastopnika ali posredniku naročnika obljubi, ponudi ali da kakšno nedovoljeno korist:

- za pridobitev tega posla ali

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

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

VIII. ANTI-CORRUPTION CLAUSE

Article 8

This contract shall be null and void if anyone, on behalf of or for the account of the contractor, promises, offers, or otherwise provides any undue benefit to the contracting authority's representative, statutory representative or agent:

- to obtain this transaction, or

- | | |
|---|--|
| <ul style="list-style-type: none"> - za sklenitev tega posla pod ugodnejšimi pogoji ali - za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali - za drugo ravnanje ali opustitev, s katerim je naročniku povzročena škoda, ali je omogočena pridobitev nedovoljene koristi predstavniku, zastopniku ali posredniku naročnika, izvajalcu ali njegovemu predstavniku, zastopniku ali posredniku. | <ul style="list-style-type: none"> - <i>to conclude this transaction under more favourable terms, or</i> - <i>to omit due oversight of the performance of contractual obligations, or</i> - <i>to engage in any other act or omission that damages the contracting authority, or provides an undue advantage to the contracting authority's representative, statutory representative or agent, or to the contractor or its representative, statutory representative or agent.</i> |
|---|--|

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

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

IX. RAZKRITJE POGODBE

9. člen

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

- podatke Banke Slovenije (matično številko, ime, naslov sedeža, pošto, kraj ustanovitve);
- predmet pogodbe (vrsto postopka, glavni sklop enotnega besednjaka javnih naročil, sprejetega z Uredbo (ES) št. 2195/2002 Evropskega parlamenta in Sveta z dne 5. novembra 2002 o enotnem besednjaku javnih naročil (CPV), UL L št. 340, z dne 16. 12. 2002, str. 3) s spremenjenim opisom postavke za določen del naročila);

IX. DISCLOSURE OF CONTRACT

Article 9

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

- *information about Banka Slovenije (registration number, business name, registered office, postcode, place of establishment);*
- *the subject of the contract (type of procedure, main reference to the Common Procurement Vocabulary adopted by Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002 on the Common Procurement Vocabulary (CPV) (OJ L 340, 16 December 2002, p. 3), with amended description of the item for a specific part of the public service contract);*

- pogodbo (vrednost pogodbe, vključno z DDV, datum pogodbe, trajanje pogodbe ali kot ena sama dobava, navedbo, ali gre za okvirni sporazum ali ne);
- izvajalca, ki mu je naročilo oddano (ime, naslov sedeža, sedež pošte, kraj sedeža);
- druge obvezne dele pogodbe.

- *information about the contract (contract value, including VAT, date of contract, duration of contract or as one single delivery, indication as to whether it is a framework agreement);*
- *information about the contractor who has been awarded the contract (business name, registered office, postcode, place of establishment);*
- *other mandatory parts of the contract.*

X. OSTALE DOLOČBE

10. člen

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

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

Kontaktna oseba s strani izvajalca je _____.

X. OTHER PROVISIONS

Article 10

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

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

The contractor's contact person is _____.

11. člen

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

Obveznost iz prejšnjega odstavka ne velja za podatke, ki v skladu z veljavnimi predpisi štejejo za javne.

Article 11

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

The obligation referred to in the previous paragraph shall not apply to information classed as public in accordance with applicable regulations.

Izvajalec bo zaupne podatke naročnika uporabil izključno za izvedbo pogodbenih obveznosti v skladu s to pogodbo.

The contractor shall use confidential information exclusively for the performance of contractual obligations in accordance with this contract.

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

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

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

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

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

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

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

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

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

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

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

The contractor undertakes to transfer all contractual obligations regarding the protection of confidentiality to all subcontractors under the same conditions that apply to the contractor.

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

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

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

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

Ob podpisu te pogodbe naročnik po potrebi izvajalca na pisen način seznani z dodatnimi vsebinami svoje varnostne politike in postopkov varovanja zaupnih podatkov v medsebojnem komuniciranju za zagotavljanje učinkovitega izvajanja pogodbenih obveznosti in varovanja zaupnih podatkov. Izvajalec se zavezuje spoštovati varnostne politike in postopke varovanja zaupnih podatkov, sporočene v skladu s predhodnim stavkom.

Upon signing this contract, the client shall, if necessary, inform the contractor in writing about additional contents of its security policy and procedures for protecting confidential data in mutual communication to ensure the effective performance of contractual obligations and protection of confidential data. The contractor agrees to comply with the security policies and data protection procedures communicated in accordance with the previous sentence.

Na naročnikovo zahtevo je izvajalec dolžan izvajati tudi dodatne postopke, ki za naročnikove delovne potrebe predstavljajo nujen varnostni standard. Naročnik ima pravico evidentiranja in spremljanja vseh aktivnosti, ki jih izvajalec izvaja v zvezi s pogodbo in preklicati izvajalčeve dostopne pravice.

At the contracting authority's request, the contractor is also required to implement additional procedures that constitute a necessary security standard for the contracting authority's operational needs. The contracting authority has the right to record and monitor all activities performed by the contractor in connection with the contract and to revoke the contractor's access rights.

12. člen²³

Skupni ponudniki

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

Podizvajalci

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

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

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

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

- navedbo novega podizvajalca ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- navedbo kontaktnih podatkov in zakonitih zastopnikov predlaganih novih podizvajalcev,
- izpolnjene ESPD obrazce teh novih podizvajalcev v skladu z 79. členom ZJN-3, obrazce, ki se zahtevajo po **Prilogi 1** oziroma podatke in dokumente iz drugega odstavka 94. člena ZJN-3,
- zahtevo novega podizvajalca za neposredno plačilo, če novi podizvajalec to zahteva,

Article 12²⁵

Joint tenderers

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

Subcontractors

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

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

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

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

- *the identity of the new subcontractor, and every part of the public contract that it intends to subcontract,*
- *the contact details and the statutory representatives of the proposed new subcontractors,*
- *completed ESPDs for the new subcontractors in accordance with Article 79 of the ZJN-3, and the forms required under **Appendix 1** or the information and documents set out in the second paragraph of Article 94 of the ZJN-3,*
- *the new subcontractor's request for direct payment, where applicable,*

²³ Če bo izbrana ponudba brez skupnih ponudnikov in podizvajalcev, se ta člen briše.

²⁵ *If the selected tender does not include joint tenderers or subcontractors, this article will be deleted.*

- svojo pisno izjavo in pisno izjavo zamenjanega podizvajalca, da je ta podizvajalec prejel plačilo za izvedene pogodbene obveznosti in da sta mu Banka Slovenije in izvajalec plačala vse nesporne terjatve,
 - drugo, kar zahteva Banka Slovenije v konkretnem primeru.
- *its own written declaration and the written declaration of the replaced subcontractor that the aforementioned subcontractor has received payment for the contractual obligations performed, and that Banka Slovenije and the contractor have settled all undisputed receivables,*
 - *anything else required by Banka Slovenije in the specific case.*

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

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

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

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

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

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

13. člen

Ta pogodba je sestavljena v angleškem in slovenskem jeziku v dveh izvodih, od katerih vsaka pogodbeni stranka prejme po enega. V primeru varnega elektronskega podpisa pogodbe prejmeta pogodbeni stranki le elektronsko podpisan izvod pogodbe, ki mora biti podpisan s strani obeh pogodbenih strank.

Article 13

This contract is drawn up in English and Slovene in two copies, with each contracting party receiving one copy. In the case of an secure electronic signature of the contract, the contracting parties only receive an electronically signed copy of the contract, which must be signed by both contracting parties.

Pogodba je sklenjena, ko jo podpišeta obe pogodbeni stranki, veljati pa začne pod odložnim pogojem, da izvajalec v roku 15 dni po podpisu pogodbe predloži naročniku bančno garancijo za dobro izvedbo pogodbenih obveznosti.

The contract is concluded when it is signed by both parties to the contract, and it comes into effect under the condition that the contractor submits to the contracting authority a bank guarantee for the good performance of the contractual obligations within 15 days after signing the contract.

Pogodba začne veljati od dneva naročnikovega prejema bančne garancije v skladu s prejšnjim odstavkom.

The contract enters into force from the date of the contracting authority's receipt of the performance bond in accordance with the previous paragraph.

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

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

14. člen

Morebitne spore, ki bi nastali v zvezi z izvajanjem pogodbe, bosta pogodbeni stranki skušali rešiti sporazumno.

Article 14

The contracting parties shall endeavour to resolve any disputes arising in connection with the implementation of the contract amicably.

Če morebitnih sporov ne bi mogli rešiti sporazumno, lahko vsaka pogodbeni stranka sproži spor pri stvarno pristojnem sodišču v Ljubljani.

If the issue at dispute cannot be resolved amicably, each contracting party may initiate dispute proceedings at the competent court in Ljubljana.

Glede vprašanj, ki jih ta pogodba posebej ne urejajo, se uporablja slovensko pravo, še zlasti Obligacijski zakonik in ZJN-3.

Regarding issues not specifically regulated by this contract, Slovenian law applies, especially the Code of Obligations and ZJN-3.

Morebitne spremembe in dopolnitve te pogodbe so veljavne le, če so sklenjene v pisnem dodatku. Spremembe te pogodbe so dovoljene le, če je izpolnjen 95. člen ZJN-3. Izvajalec mora naročniku posredovati vse podatke, ki jih naročnik zahteva za izpolnjevanje in obrazložitev pogojev iz tega člena zakon.

Any amendments and addenda to this contract shall be valid only if concluded in a written addendum. Amendments to this agreement shall only be allowed if Article 95 of the ZJN-3 is met. The contractor shall provide the contracting authority with all the information that the contracting authority requires to meet and explain the conditions referred to in this article of the law.

Nobena od strank te pogodbe ne sme prenesti te pogodbe v celoti ali posameznih pravic, ki izhajajo iz nje, na tretje osebe brez predhodnega pisnega soglasja nasprotne stranke. V primeru statusne spremembe izvajalca se pravice in obveznosti iz te pogodbe prenesejo na njegovega pravnega naslednika le s soglasjem naročnika.

Neither of the parties to this contract may transfer this contract in full or the individual rights deriving therefrom to third parties without the prior written consent of the opposing party. In the event of a change in the contractor's status, the rights and obligations under this contract shall only be transferred to its legal successor with the contracting authority's consent.

V primeru, da ena ali več določb te pogodbe postane neveljavna, nezakonita ali neizvedljiva v katerem koli pogledu, taka neveljavnost, nezakonitost ali neizvedljivost ne vpliva na katero koli drugo določbo te pogodbe, neveljavne, nezakonite ali neizvedljive določbe pa se razlagajo kot da ne bi bili del te pogodbe, pogodba pa se v največji možni meri izvaja v skladu s prvotnimi določili in namenom, dokler pogodbeni stranki ne zamenjata določil v obliki aneksa.

In the event that one or more of the provisions of this contract become invalid, unlawful or infeasible in any respect, such invalidity, unlawfulness or infeasibility shall not prejudice any other provision of this contract, and the invalid, unlawful or infeasible provisions shall be interpreted as if they were not part of this contract, and the contract shall be performed to the greatest possible extent in accordance with the original terms and purpose, until the contracting parties replace the provisions in the form of an annex.

15. člen

Naslednje priloge so sestavni del te pogodbe:

Article 15

The following appendices are integral parts of this contract:

Priloga 1: Dokumentacija v zvezi z javnim naročilom

Appendix 1: Procurement documents

Priloga 2: Ponudbena dokumentacija

Appendix 2: Tender documentation

Priloga 3: Prevzemni zapisnik za implementacijo nadgradnje sortirnih sistemov z novo programsko opremo M Evo ter vseh zahtev iz razpisne dokumentacije

Appendix 3: Handover record for the implementation of upgrading of sorting systems with the new M Evo software and all requirements from the tender documentation

Priloga 4: Garancija za dobro izvedbo pogodbenih obveznosti

Appendix 4: Performance bond

IZVAJALEC / *CONTRACTOR*:

NAROČNIK / *CONTRACTING AUTHORITY*:

Naziv izvajalca / *Business name of contractor*:

BANKA SLOVENIJE

Ime Priimek / *First name and surname*:

Ime Priimek / *First name and surname*:

Naziv / *Title*:

Generalni sekretar / *Secretary-General*

Podpis / *Signature*

Podpis / *Signature*

Datum / *Date*

Datum / *Date*

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

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

Priloga 3 k pogodbi: Primopredajni zapisnik

Primopredajni zapisnik za implementacijo nadgradnje sortirnih sistemov z novo programsko opremo M Evo ter vseh zahtev iz razpisne dokumentacije

1. Osnovni podatki

Predmet primopredaje:

Metoda primopredaje:

Naročnik: Banka Slovenije, Slovenska 35, 1505 Ljubljana

Izvajalec:

2. Komisija za primopredajo pogodbenih obveznosti

Za naročnika: _____

Za izvajalca: _____

3. Ugotovitve in roki:

4. Pomanjkljivosti (ne sme biti pri primopredaji):

5. Predana dokumentacija:

6. Zaključki:

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

Za naročnika: _____

Za izvajalca: _____

Datum: _____

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

Appendix 3 to the contract: Handover record

Handover record for the implementation of upgrading of sorting systems with the new M Evo software and all requirements from the tender documentation

1. Basic information

Subject of handover:

Method of handover:

Contracting authority: Banka Slovenije, Slovenska 35, 1505 Ljubljana

Contractor:

2. Committee for the handover of contractual obligations:

On behalf of the contracting authority: _____

On behalf of the contractor: _____

3. Findings and deadlines:

4. Deficiencies (no deficiencies allowed during handover):

5. Documentation submitted:

6. Conclusions:

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

On behalf of the contracting authority: _____

On behalf of the contractor: _____

Date: _____

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

Obrazec 9: PREDRAČUN

Ponudnik oziroma nosilec ponudbe:

Na podlagi javnega naročila v skladu z odprtim postopkom za nadgradnjo obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 Banki Slovenije, Slovenska cesta 35, 1505 Ljubljana (v nadaljnjem besedilu: Banka Slovenije/BS) posredujemo naslednji

PREDRAČUN

Ponudnik ponuja nadgradnjo sortirnih sistemov na podlagi pogojev iz Obrazca 7: »ZAHTEVE IN TEHNIČNE SPECIFIKACIJE« za naslednjo ceno (v EUR brez DDV):

1. Nadgradnja obstoječe programske in strojne opreme na dveh (2) sortirnih strojih z novo programsko in strojno opremo M Evo

Sortirni stroj	Opis	Cena (v EUR brez DDV)
BPS M7-14SB-33	Pošiljanje, namestitvev in usposabljanje operaterjev (strojna in programska oprema)	
	Komplet strojne opreme M Evo Performance (vključno s SCS2)	
	M Evo programska oprema	
	Prilagoditev in migracija M Evo EUR, vključno s programsko opremo za zaznavanje IBNS, posodobljeno na najnovejšo razpoložljivo različico	
	Licenca za programsko opremo M Evo Premium za 3 leta ²⁶	
	Skupaj	

Sortirni stroj	Opis	Cena (v EUR brez DDV)
BPS M7-10LSB-33	Pošiljanje, namestitvev in usposabljanje operaterjev (strojna in programska oprema)	
	Komplet strojne opreme M Evo Performance (vključno s SCS2)	
	M Evo programska oprema	
	Prilagoditev in migracija M Evo EUR, vključno s programsko opremo za zaznavanje IBNS, posodobljeno na najnovejšo razpoložljivo različico	

²⁶ Ponudba mora vključevati licence za programsko opremo M Evo za tri leta in bo plačana v treh enakih letnih obrokih, kot določeno v osnutku pogodbe.

Odprti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

	Licenca za programsko opremo M Evo Premium za 3 leta ²⁷	
	Skupaj	

2. Nadgradnja BPS M7-14SB-33 z modulom NotaTracc v stoječi položaj ter odstranitev modula z dvema zlagalnikoma

Sortirni stroj	Opis	Cena (v EUR brez DDV)
BPS M7-14SB-33	Pošiljanje, demontaža, montaža in usposabljanje (strojna in programska oprema)	
	Nadgradnja sortirnega sistema v stoječi položaj	
	Skupaj	

3. Nadgradnja BPS M7-10LSB-33 z novim modulom za razrez

Sortirni stroj	Opis	Cena (v EUR brez DDV)
BPS M7-10LSB-33	Pošiljanje, demontaža, montaža in usposabljanje (strojna in programska oprema)	
	Nov modul za razrez	
	Skupaj	

Skupna cena mora vključevati vse zahteve iz Obrazca 7.

Cene so fiksne in vključujejo vse stroške naročila (tudi potne stroške, dnevnice ipd).

Če ponudnik navede ceno storitve z 0 EUR, se šteje, da je storitev brezplačna.

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

²⁷ Ponudba mora vključevati licence za programsko opremo M Evo za tri leta in bo plačana v treh enakih letnih obrokih, kot določeno v osnutku pogodbe.

Form 9: PROFORMA INVOICE

Tenderer or lead tenderer:

Pursuant to a public contract according to the open procedure referenced to upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10, we hereby submit to Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana (hereinafter: Banka Slovenije/BS) the following

PROFORMA INVOICE

Tenderer offers the upgrade of sorting systems based on the conditions from Form 7: »*REQUIREMENTS AND TECHNICAL SPECIFICATIONS FOR THE UPGRADE OF TWO (2) SORTING MACHINES BPS M7-14SB-33 AND BPS M7-10LSB-33*« for the following price (in EUR without VAT):

1. Upgrade of the existing software and hardware on two (2) sorting machines with the new M Evo (software & hardware)

Sorting machine	Description	Price (in EUR without VAT)
BPS M7-14SB-33	Shipment, installation & training (hardware and software)	
	M Evo Performance Hardware-kit (incl. SCS2)	
	M Evo Software	
	M Evo EUR adaptation & migration, including software for the IBNS detection updated to the latest available version	
	M Evo Premium edition Software term license for total 3 years ²⁸	
	Total	

Sorting machine	Description	Price (in EUR without VAT)
BPS M7-10LSB-33	Shipment, installation & training (hardware and software)	
	M Evo Performance Hardware-kit (incl. SCS2)	
	M Evo Software	
	M Evo EUR adaptation & migration, including software for the IBNS detection updated to the latest available version	
	M Evo Premium edition Software term license for 3 years ²⁹	

²⁸ Offer must include license for M Evo software for 3 years and will be paid in 3 equal annual installments as stipulated in the draft contract.

²⁹ Offer must include license for M Evo software for 3 years and will be paid in 3 equal annual installments as stipulated in the draft contract.

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

	Total	
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2. Upgrade of the BPS M7-14SB-33 with NotaTracc module to standing position and dismantling of 2 stacker module

Sorting machine	Description	Price (in EUR without VAT)
BPS M7-14SB-33	Shipment, dismantling, installation & training (hardware and software)	
	Upgrade of sorting system to standing position (Plinths upgrade)	
	Total	

3. Upgrade of the BPS M7-10LSB-33 with new shredder module

Sorting machine	Description	Price (in EUR without VAT)
BPS M7-10LSB-33	Shipment, dismantling, installation & training (hardware and software)	
	New shredder module	
	Total	

Total price must include all requirements from Form 7.

The prices are fixed and include all costs of the order (also travel costs, per diems, etc.).

If the tenderer indicates the price of the service with 0 EUR, it is considered that the service is free.

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

Obrazec 10: USPOSOBLJENOST PONUDNIKA

Ponudnik oziroma nosilec ponudbe:

IZJAVA

Izjavljamo:

- 1) da imamo zagotovljene ustrezne tehnične in kadrovske kapacitete, pripomočke ter kvalitetno opremo za izvedbo javnega naročila po tej dokumentaciji,
- 2) da imamo izkušnje z nadgradnjo na sortirnih sistemih BPS M7 pri **vsaj treh centralnih bankah Evrositema v zadnjih 5 letih pred objavo tega naročila.**

Nadgradnje iz prejšnje točke so bile izvedene v:

	Centralna banka (CB)	Leto nadgradnje	Kontaktna oseba v CB in kontakt (tel. št./email)
1			
2			
3			
...			

Naročnik ima pravico preveriti navedbe v tej izjavi.

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

Odperti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

Form 10: TENDERER'S QUALIFICATIONS

Tenderer or lead tenderer:

DECLARATION

We declare:

- 1) that we have ensured adequate technical and personnel capacities, tools, and quality equipment for the execution of the public procurement as per this documentation,*
- 2) that we have experience with upgrades on BPS M7 sorting systems at **at least three central banks of the Eurosystem in the past 5 years prior to the publication of this order.***

The upgrades mentioned in the previous point were carried out at:

	<i>Central Bank (CB)</i>	<i>Year of upgrade</i>	<i>Contact person in CB and contact (phone No./email)</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>...</i>			

The Contracting authority has the right to verify the information in this statement.

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

Odprti postopek javnega naročila / Open procedure: Nadgradnja obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10 / Upgrade of the existing Software on the two BPS M7 sorting systems with the new M Evo Software, dismantling 2-stacker module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10

Obrazec 11: ESPD
Form 11: ESPD

Gospodarski subjekt (ponudnik, skupni ponudnik, podizvajalec, subjekt, na katerega zmogljivosti se ponudnik sklicuje) izpolni Enotni evropski dokument za nabavo (ESPD), ki je priložen dokumentaciji javnega naročila. Za bolj podrobne informacije glej Poglavje 8.1. Pojasnila za pogoje, zahteve in dokazila.

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

Obrazec 12: GARANCIJA ZA DOBRO IZVEDBO POGODBENIH OBVEZNOSTI

GARANCIJA³⁰ ZA DOBRO IZVEDBO POGODBENIH OBVEZNOSTI

Garant: _____

Kraj in datum: _____

Upravičenec: Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana

Garancija št.: _____

Nalogodajalec / naročnik garancije: _____

V skladu s Pogodbo o nadgradnji obstoječe programske opreme na dveh sortirnih sistemih BPS M7 z novo programsko opremo M Evo, odstranitev modula z dvema zlagalnikoma in prilagoditev BPS M7 14 na stoječo pozicijo ter zamenjava rezalnega modula na BPS M7 10, z dne _____, sklenjeno med Banko Slovenije in _____ (naziv izvajalca), je slednji dolžan izvesti javno naročilo _____ v vrednosti javnega naročila = _____ €
(z besedo: _____),

v obsegu, količini, načinu, kvaliteti in rokih opredeljenih v zgoraj navedeni pogodbi.

S to garancijo za dobro izvedbo pogodbenih obveznosti se nepreklicno in brezpogojno obvezujemo, da bomo upravičencu v 10 dneh po prejemu vsakokratnega pisnega zahtevka v zahtevani obliki in pod pogoji iz te garancije za dobro izvedbo pogodbenih obveznosti, podpisanega s strani pooblaščenega podpisnika in ne glede na kakršenkoli ugovor izvajalca plačali znesek do **10 % skupne pogodbene vrednosti naročila brez DDV** iz zgoraj navedene pogodbe, če izvajalec svojih obveznosti ne bo izpolnil v dogovorjenem obsegu, količini, načinu, kvaliteti in rokih, opredeljenih v citirani pogodbi.

Naša obveza velja tudi v primeru delne izpolnitve, če opravljena storitev niti delno ne zadosti obveznostim iz pogodbe, ali v primeru, da izvajalec od pogodbe odstopi.

Zahtevek za unovčitev garancije za dobro izvedbo pogodbenih obveznosti mora biti predložen garantu in mora vsebovati:

- originalno pismo ali avtentično SWIFT sporočilo za unovčenje garancije za dobro izvedbo pogodbenih obveznosti v skladu s to garancijo za dobro izvedbo pogodbenih obveznosti in
- sklic na Garancijo za dobro izvedbo pogodbenih obveznosti št. _____/_____.

Jezik v zahtevanih listinah slovenski ali angleški jezik.

Oblika predložitve zahtevka za unovčenje: v papirni obliki osebno ali s priporočeno pošto ali katerokoli obliko hitre pošte ali pa z avtentificiranim SWIFT sporočilom po SWIFT sistemu na naslov garanta.

Kraj predložitve zahtevka za unovčenje: oddaja osebno ali po pošti na garantov naslov, kjer je garant izdal garancijo ali na garantov SWIFT naslov _____. Ne glede na navedeno se

³⁰ Ponudnik mora predložiti garancijo kreditne institucije z dovoljenjem za opravljanje bančnih storitev na območju EU. Finančno zavarovanje, ki ga izbrani ponudnik ne predloži po vzorcu iz razpisne dokumentacije, po vsebini ne sme bistveno odstopati od vzorca finančnega zavarovanja iz razpisne dokumentacije in ne sme vsebovati dodatnih pogojev za izplačilo, krajših rokov, kot jih je določil naročnik, nižjega zneska, kot ga je določil naročnik ali spremembe krajevne pristojnosti za reševanje sporov med upravičencem in izdajateljem zavarovanja. Uporabljena valuta finančnega zavarovanja mora biti enaka valuti javnega naročila.

predložitev zahtevka za unovčenje lahko opravi v katerikoli podružnici garanta na območju Republike Slovenije na katerikoli način, določen v tem odstavku garancije za dobro izvedbo.

Ta garancija za dobro izvedbo pogodbenih obveznosti se znižuje za vsak unovčeni znesek po tej garanciji za dobro izvedbo pogodbenih obveznosti.

Ta garancija za dobro izvedbo pogodbenih obveznosti velja do vključno 30 dni po prenehanju veljavnosti pogodbe iz 3. člena pogodbe. Po preteku navedenega roka garancija ne velja več in naša obveznost avtomatično ugasne. Če se bo naročnik javnega naročila kadarkoli v času veljavnosti te garancije za dobro izvedbo pogodbenih obveznosti strinjal, da se izvajalcu podaljša rok pogodbe oziroma v primeru, da ni uspel izpolniti obveznosti iz pogodbe, se lahko naročnik garancije oziroma izvajalec in garant dogovorita za podaljšanje garancije za dobro izvedbo pogodbenih obveznosti.

Ta garancija za dobro izvedbo pogodbenih obveznosti ni prenosljiva.

Vsi stroški v zvezi z izdajo, unovčenjem in drugimi morebitnimi stroški v zvezi z garancijo za dobro izvedbo pogodbenih obveznosti bremenijo naročnika garancije.

Morebitne spore med upravičencem in banko rešuje stvarno pristojno sodišče v Ljubljani po pravu Republike Slovenije.

Katerokoli zahtevo po tej garanciji za dobro izvedbo pogodbenih obveznosti moramo prejeti najkasneje na datum izteka veljavnosti te garancije v zgoraj navedenem kraju predložitve.

Garant

(žig in podpis)

NAVODILO: Ponudnikova odgovorna oseba obrazec potrdi z oddajo obrazca. Elektronsko oddani obrazec v informacijskem sistemu e-JN šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika. Varen elektronski podpis overjen s kvalificiranim potrdilom je enakovreden fizičnemu podpisu. Naročnik predlaga, da se ponudnik uskladi z izdajateljem garancije pred oddajo ponudbe

Form 12: PERFORMANCE BOND FOR THE GOOD PERFORMANCE OF CONTRACTUAL OBLIGATIONS

PERFORMANCE BOND FOR THE GOOD PERFORMANCE OF CONTRACTUAL OBLIGATIONS³¹

Guarantor: _____
Place and date: _____

Beneficiary: Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana
Guarantee number: _____
Guarantee originator: _____

In accordance with the Contract on the upgrade of the existing software on the two BPS M7 sorting systems with the new M Evo software, dismantling 2-stackers module and adjusting the BPS M7 14 to a standing position and replacing the shredder module on the BPS M7 10, dated _____, concluded between the Banka Slovenije and _____ (name of the contractor), the latter is obliged to execute public procurement _____ in the value of the public procurement = _____ €
(in words: _____),

within the scope, quantity, manner, quality, and deadlines defined in the above mentioned contract.

With this performance bond, we irrevocably and unconditionally undertake to pay the beneficiary, within 10 days of receiving each written claim in the required form and under the conditions of this guarantee performance bond, signed by an authorized signatory, and regardless of any objections from the contractor, an amount up to 10% of the total contract value of the order excluding VAT from the above mentioned contract if the contractor fails to fulfill its obligations in the agreed scope, quantity, manner, quality, and deadlines defined in the cited contract.

Our obligation also applies in the case of partial fulfillment if the performed service does not even partially meet the obligations of the contract, or in the case that the contractor withdraws from the contract.

A claim for the enforcement of the performance bond must be submitted to the guarantor and must include:

- an original letter or authentic SWIFT message for the enforcement of the performance bond in accordance with this performance bond, and
- a reference to Performance bond No. /.

³¹ The tenderer must submit a performance bond issued by a credit institution holding an authorisation to provide banking services in the EU (a bank licensed to operate in the EU). Any financial collateral submitted by the supplier in a form different from the sample set out in the procurement documents may not materially deviate in terms of content from the sample financial collateral set out in the procurement documents, and may not provide for any additional terms of payment, deadlines shorter than those specified by the beneficiary, amounts lower than those specified by the beneficiary, or changes to the territorial jurisdiction for the resolution of disputes between the beneficiary and the issuer of the collateral, or the application of law different from that specified by the beneficiary, etc. The currency used in the financial collateral must be the same as the currency of the public contract.

The language in the required documents can be either Slovenian or English.

Form of submission for the claim for enforcement: in paper form, in person, by registered mail, or by any form of express mail, or by authenticated SWIFT message through the SWIFT system to the guarantor's address.

Place of submission for the claim for enforcement: submission in person or by mail to the guarantor's address, where the guarantor issued the performance bond, or to the guarantor's SWIFT address _____. Notwithstanding the above, the submission of the claim for enforcement may be made at any branch of the guarantor in the territory of the Republic of Slovenia in any manner specified in this paragraph of the performance bond.

This performance bond is reduced by each amount enforced under this performance bond.

This performance bond is valid up to and including 30 days after the termination of the contract as stated in Article 3 of the contract. After the expiry of the mentioned period, performance bond is no longer valid, and our obligation automatically ceases. If the public procurement client agrees at any time during the validity of this guarantee to extend the contractor's deadline or in case they have not fulfilled the contractual obligations, the public procurement client, the contractor, and the guarantor may agree to extend the performance bond.

This performance bond is non-transferable.

All costs related to the issuance, enforcement, and other possible costs related to the performance bond are borne by the guarantee applicant.

Any disputes between the beneficiary and the bank shall be resolved by the competent court in Ljubljana under the law of the Republic of Slovenia.

Any claim under this performance bond must be received no later than the expiry date of this guarantee at the place of submission mentioned above.

Guarantor

(stamp and signature)

INSTRUCTIONS: *The tenderer's responsible person confirms the form by submitting the form. An electronically submitted form in the e-JN information system is considered dated and signed and is thus binding for the tenderer in relation to the client. A secure electronic signature authenticated by a qualified certificate is equivalent to a physical signature. The contracting authority suggests the tenderer to coordinate with the issuer of the guarantee before submitting the offer.*