



ZRC SAZU

DOCUMENTATION RELATING TO THE PROCUREMENT

Number: UPR-2024-ZN-0876

Date: 22 October 2024

Tender:

Research Centre of the Slovenian Academy of Sciences and Arts (ZRC SAZU), Novi trg 2, Ljubljana

Subject of the order:

Airborne Laser Scanning (ALS) in an area of special archaeological interest in south-eastern Bosnia and Herzegovina

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I. INVITATION TO TENDER

1. **TENDER:** Research Centre of the Slovenian Academy of Sciences and Arts (ZRC SAZU), Novi trg 2, Ljubljana
2. **SUBJECT OF THE TENDER:** Airborne Laser Scanning (ALS) in an area of special archaeological interest in south-eastern Bosnia and Herzegovina, as described in the document 'Technical Specifications'.
3. **INVITATION TO TENDER:** The contracting authority invites tenderers to submit their tenders in accordance with the instructions. Any economic operator that is registered for the activity that is the subject of the call for tenders and has all the official authorizations and professional qualifications to carry out this activity may submit a tender. A tenderer may also be a group of economic operators submitting a joint tender.
4. **TYPE OF PROCEDURE:** The contracting authority awards the public contract in question on the basis of Article 40 of the Public Procurement Act (Official Gazette of the RS, No. 91/15, 14/18, 121/21, 10/22, 74/22 - Decree of the US, 100/22 - ZNUZSZS, 28/23 and 88/23 - ZOPNN-F; hereinafter: ZJN-3).
5. **DATE OF IMPLEMENTATION:**
 - start: after signing of the contract (expected December 2024); and
 - Completion: June 30, 2025 (intermediate stages: March 15, 2025 - completion of the scanning of the area and April 15, 2025 - transmission of the georeferenced and classified point clouds, as described in the document "Technical Specifications".

We invite you to submit your offer to us.

Research Centre of the Slovenian Academy of Sciences and Arts

Director

Oto Luthar, PhD



II. INSTRUCTIONS TO ECONOMIC OPERATORS FOR THE PREPARATION OF A TENDER

1. **Applicable law:** The procurement procedure will be conducted in accordance with the applicable Slovenian and EU public procurement legislation. Unless otherwise required by the provisions of these instructions or the conditions, tenderers must comply with the laws and regulations listed below in their tenders:

- Public Procurement Act (Official Gazette of the RS, No. 91/15, 14/18, 121/21, 10/22, 74/22 - Decree of the US, 100/22 - ZNUZSZS, 28/23 and 88/23 - ZOPNN-F; hereinafter: ZJN-3);
- Commission Implementing Regulation (EU) 2019/1780 of September 23, 2019 on standard forms for the publication of notices in the field of public procurement and repealing Implementing Regulation (EU) 2015/1986 ("e-forms")
- Act on Legal Protection in Public Procurement Proceedings (Official Gazette of the RS, No. 43/11, 60/11 - ZTP-D, 63/13, 90/14 - ZDU1I, 60/17 and 72/19; hereinafter: ZPVPJN);
- Act on the Implementation of the Budgets of the Republic of Slovenia for the Years 2023 and 2024 (Official Gazette of the Republic of Slovenia, Nos. 150/22, 65/23, 76/23 - ZJF-I, 97/23 and 123/23 - ZIPRS2425);
- Public Finance Act (Official Gazette of the Republic of Slovenia, No. 11/11 - Official Consolidated Version, 14/13 - Amended, 101/13, 55/15 - ZFisP, 96/15 - ZIPRS1617, 13/18, 195/20 - Decree of the USA, 18/23 - ZDU-1O and 76/23);
- Integrity and Corruption Prevention Act (Official Gazette of the Republic of Slovenia, No. 69/11 - official consolidated version, 158/20, 3/22 - ZDeb and 16/23 - ZZPri);
- Obligations code (Official Gazette of the RS, No. 97/07 - UPB, 64/16 - Decree of the US and 20/18 - OROZ631);
- Regulation on Financial Collateral in Public Procurement (Official Gazette of the RS, No. 27/16); and
- other legal or administrative regulations regulating the area to which the public contract relates or the subject of the public contract.

2. **Criterion: most economically advantageous tender.**

CRITERION MARK	DESCRIPTION OF THE CRITERIA	POINTS	SCORING
M1	Area	maximum 70 points	<ul style="list-style-type: none">- Blue zone - 0 points,- 50% of the red zone - 35 points,- 75% of the red zone - 52.5 points; and- 100% of the red zone - 70 points.
M2	Projects	maximum 20 points	<ul style="list-style-type: none">- 10 points for each project of the same type with an archaeological objective.
M3	Density	maximum 10 points	<ul style="list-style-type: none">- a nominal aggregate soil point density (ANGPD) ≥ 8 points/m² - 0 points; and- Nominal aggregate soil point density (ANGPD) ≥ 12 points/m² - 10 points.

The contracting authority awards the contract to the bidder with the highest score for all criteria. In the event of equal tenders, the tender submitted earlier in the e-JN system will be awarded the contract.

The contracting authority shall only evaluate admissible tenders from bidders.

An economic operator may not refer to a single project to prove a condition of participation and a criterion!

3. **Language:** The tender procedure will be conducted in Slovenian. The tender may be submitted in a foreign language, provided that it relates to the technical characteristics, quality and technical documentation (e.g. brochures, propaganda and technical material). If the

contracting authority considers that a part of the tender that has not been submitted in Slovenian must be officially translated into Slovenian, it shall request this and set a reasonable deadline for the tenderer. The costs of the translation shall be borne by the tenderer.

NOTICE: Following an expert analysis of the market of potential providers of services that are the subject of the public contract, the contracting authority has come to the conclusion that, taking into account the principle of economy, efficiency and effectiveness (Article 4 of the Public Procurement Act), it would be appropriate to conduct the procedure in English.

The contracting authority has prepared the documents for the award of the public contract, the "Technical Specifications", in both Slovenian and English and will conduct the procurement procedure in both Slovenian and English, complying with the requirements of the Public Procurement and Procurement Procedure Act (ZJN-3). In the event of differences in content between the individual documents, the Slovenian text shall prevail.

All costs associated with the preparation and submission of the tender shall be borne by the tenderer.

4. **Economic operator:** Each economic operator may tender for this contract alone and may submit only one tender. If it applies as a joint tenderer, it may only act as part of a single group of tenderers acting jointly. If a single economic operator submits more than one tender (either individually or as part of a grouping or a combination of both), all such tenders shall be excluded by the contracting authority. An economic operator may act as a subcontractor in several tenders.

Tender by a group of economic operators: Groups of economic operators, including temporary associations, may participate in the award of the contract concerned.

Subcontracting: If the tenderer wishes to subcontract a public service contract, the tender must:

- identify all subcontractors and specify each part of the public contract it intends to subcontract
- indicate the contact details and legal representatives of the proposed subcontractors,
- submit the completed ESPD forms of these subcontractors; and
- attach to the subcontractor's request for direct payment, if the subcontractor so wishes.

5. **Explanatory notes to the tender documents:** Tenderers may obtain information on the preparation of the tender and explanatory notes to the tender documents by submitting written questions in Slovenian or English via the Public Procurement Portal of the Official Gazette of the Republic of Slovenia, which must be received no later than seven (7) days before the deadline for submission of tenders.

The contracting authority shall respond no later than six (6) days before the deadline for submission of tenders on the Public Procurement Portal of the Official Gazette of the Republic of Slovenia, including the questions, but without specifying their origin. The contracting authority is not obliged to answer questions that are not asked in Slovenian or English.

The contracting authority is not liable for explanations, clarifications and additions given orally to tenderers. All other explanations, additions, information or clarifications that are not given in the above form are not binding on the contracting authority.

Irrespective of the information contained in the Tender Documents, the Tenderer shall, before submitting its Tender, obtain all information relating to the subject matter of the Contract as set out in these Tender Documents which may affect the subject matter of the Contract, the Tender Price or the Tenderer's obligations. The tenderer shall not be entitled to a price increase on the grounds that it has not been fully informed of the terms of the subject matter of the contract.

Bidders must submit their declarations on the prescribed forms without additional conditions; attachments and additional conditions of the bidder shall not be taken into account. The certificates and other evidence must correspond to the actual circumstances.

6. **Amendment of the Tender Documents:** The contracting authority reserves the right to amend or supplement the Tender documents on its own initiative or following a request for

clarification no later than three (3) days before the deadline for submission of tenders. The amendment shall be published on the Public Procurement Portal of the Official Gazette of the Republic of Slovenia. In the event of major changes or additions to the tender documentation, the contracting authority shall, if necessary, extend the deadline for the submission of tenders in accordance with the scope and content of the changes.

All additions, amendments and clarifications, as well as the answers to written questions from tenderers that are accepted by the tenderer, are part of the tender documentation and are binding for all tenderers.

Tenders that do not comply with the complete Tender documents and all addenda will be considered inadmissible and excluded.

7. **Variant bids:** Bidders may only submit one basic bid. If a bidder submits a variant bid, this will not be considered.
8. **Preparation of the tender:** The tender documents are available on the public procurement portal.

The tender must be submitted on the forms that are part of the contracting authority's tender documents in accordance with these instructions, or on separate forms containing all the information required in the tender documents for the contract in question. Any corrections must be stamped and signed by the legal representative or a person authorised by him (in the case of a correction).

NOTICE: By signing the tender electronically in the eJN2 system, the tenderer is deemed to have signed the documents in the "Estimate" section.

If any part of the tender is classified as a trade secret, the tenderer must attach the decision on the trade secret to the electronic submission of the tender in the "Other documents" section.

9. **Deadline for submission of tenders:** Bidders must submit their bids in PDF or DOCX format, images in TIFF or JPEG format and any other files necessary to understand the implementation to <https://ejn.gov.si/eJN2> by November 25, 2024 at 12:00. Instructions for the preparation/submission of tenders: <https://ejn.gov.si/eJN2>.

Unless otherwise specified in the tender documents, the tender documents must be uploaded to the relevant areas of the e-JN system.

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

10. **Amendments and withdrawal of a tender:** A tenderer may withdraw, amend or replace its tender in the same way as it was submitted until the deadline for submission of the tender has expired. After the deadline for submission of tenders, the tenderer may no longer amend, supplement or replace its tender and the tender may no longer be accepted by the contracting authority.
11. **Opening of tenders:** The contracting authority will publicly open tenders via the e-JN system on November 25, 2024 at 13:15.

The following information will be published: the name of the tenderer and the document (Tender Form No. 3) that the tenderer attaches in full in the 'Proposal' tab.

12. **Additions, amendments, clarifications of the tender (Article 89(5) of the Procurement Procedure Act):** If the contracting authority finds that the information or documents submitted are incomplete or incorrect or that individual documents are missing, it shall request the tenderer to submit the missing documents or to complete, correct or clarify the information or documents in question within five (5) days of receipt of the request. Corrections and additions to the tender must comply with the provisions of Article 89(6) of the Tender Regulations.

If the tenderer fails to submit a missing document or to complete, correct or clarify the relevant information or documents, the contracting authority shall exclude the tenderer.

The contracting authority may, with the written consent of the tenderer, correct obvious calculation errors in accordance with Article 89(7) of the Public Procurement Act.

NOTICE: The contracting authority reserves the right, where appropriate or necessary, to use non-electronic means of communication with tenderers in accordance with Article 37(2) and (4) ZJN-3.

- 13. An admissible tender (Article 29(1)(29)(1) ZJN-3)** is a tender submitted by a tenderer for whom there are no grounds for exclusion and who meets the conditions for participation, whose tender meets the needs and requirements of the contracting authority as set out in the technical specifications and the procurement documents for the public contract, was received on time, shows no signs of collusion or corruption, was not considered abnormally low by the contracting authority and whose price does not exceed the funds guaranteed by the contracting authority.

- 14. Termination of the procurement procedure, rejection of all tenders:** The contracting authority reserves the right not to award the contract without this giving rise to any claims on the part of the tenderers.

In accordance with Article 90(1) ZJN-3, the contracting authority may terminate the procurement procedure at any time up to the deadline for submission of tenders.

The contracting authority reserves the right to reject all tenders. In this case, it shall proceed in accordance with Article 90(5) of the ZJN-3. In the event of rejection of one or all tenders or in the event of termination of the procedure, the tenderers shall not be entitled to reimbursement of costs.

- 15. Publication of the award decision:** As soon as the award decision has been issued, the contracting authority shall publish it on the public procurement portal. The decision is deemed to have been announced on the date of publication on the public procurement portal.

- 16. Invitation to sign the contract:** After the decision on the selection of the most advantageous tenderer has become final and as long as the tender is valid, the contracting authority invites the successful tenderer to sign the contract. If the tenderer does not respond to this request within eight (8) days, it shall be deemed to have withdrawn from the tender.

- 17. Amendment of public procurement contracts during their term:** The contracting authority reserves the right to amend the contract in the circumstances referred to in Article 95 of the Public Procurement Act (ZJN-3) in accordance with the procedure laid down in that provision.

- 18. Confidentiality of the tender documents and professional secrecy:** The tenderer who comes into possession of the tender documents undertakes to use them only for the purpose of preparing the tender. The bidder must treat all information contained in the tender documents as confidential.

The contracting authority shall ensure the protection of information that is considered personal data, classified information or business secrets in accordance with the legal provisions on the protection of personal data, classified information or business secrets. All documents relating to the award of a public contract are public after the date of the award of the contract, provided that they do not contain business secrets or classified information. Prior to this date, the provisions of the law on access to public information do not apply.

The tenderer should mark forms and declarations which it considers to be covered by the protection of personal data, confidential information or business secrets with the words 'CONFIDENTIAL' or 'SECRET' and the signature of the signatory. If only certain information in the form or document is to be treated as confidential, the confidential part must be underlined and the words 'CONFIDENTIAL' or 'SECRET' and the signature of the person signing the tender must appear on the same line in the right-hand margin.

The contracting authority points out that confidential information or information classified as a business secret does not include information that is the subject of the evaluation of tenders or that is not classified as confidential or a business secret under the regulations. Documents that the tenderer rightly designates as confidential or a business secret are used only for the purposes of the tender and are not accessible to anyone outside the circle of persons involved in the tender procedure. This information will not be made publicly available anywhere.

The contracting authority shall treat as confidential or as a trade secret those data in the tender documents that are marked as "CONFIDENTIAL" or "TRADE SECRET" and shall not be liable for the confidentiality of data that are not marked as such, unless they are data that are classified as confidential, as a trade secret or as personal data protection under the applicable regulations.

When determining the degree of confidentiality, tenderers must comply with the provisions of Article 35(2) of the Public Procurement Act, which states that "public data are the specification of the goods, services or works put out to tender, the quantities referred to in that specification, the unit price, the values of the individual items and the total value of the tender, as well as all information that has affected the ranking of the tender under the other criteria."

If information is marked as confidential or as a business secret that does not meet the conditions of Article 35 of the Act on the Protection of Competition, the contracting authority shall request the tenderer to withdraw the marking as confidential or as a business secret. The tenderer shall do so by having its representative or its authorised representative write, date and sign "Withdrawal" above the marking or by submitting to the contracting authority a written declaration of withdrawal of the confidentiality marking signed by the tenderer's legal representative. The contracting authority reserves the right to withdraw the confidentiality marking itself from documents or information that fall within the scope of public data under the law.

- 19. Legal protection:** Any person who has or had an interest in the award of a public contract and who has suffered or is at risk of suffering damage as a result of the alleged infringement may file an application for review under public procurement law.

An application for review relating to the content of the publication, the invitation to tender or the tender documents may be lodged within a maximum period of ten (10) working days from the date of the publication of a contract notice or the publication of the tender documents:

- the publication of a contract notice or
- a notice containing additional information, information on a pending procedure or a corrigendum, if this notice amends or supplements the requirements or criteria for the selection of the most advantageous tenderer set out in the contract documents or in a previously published notice; or
- the receipt of the invitation to tender.

The request for review must be substantiated and must contain at least all the information specified in Article 15 of the public procurement law:

- the name and address of the applicant and a contact person,
- the name of the contracting authority,
- the contract number or the award decision or the recognised capacity,
- the subject of the contract,
- a power of attorney to represent the applicant in the pre-audit and audit procedure if the applicant is acting with an authorised representative,
- a receipt for payment of the fee of EUR 4,000.00.

The fee of EUR 4,000.00 must be paid to the TRR at the Ministry of Finance, No. 01100-1000358802, file number 11 16110-7111290-XXXXXXXXXXLL (the first six digits are the serial number of the publication in the Public Procurement Portal, the last two digits are the year code).

The application for an audit is submitted via the eAudit portal. Instructions for using the eAudit portal: <https://www.portalerevizija.si/portal>.

III. TENDER CONDITIONS

A) Information on the economic operator (Tender Form No 1a or 1b and 1c).

Where a group of tenderers submits a joint tender, the lead tenderer and all tenderers participating in the joint action, as well as any subcontractors and companies whose capacities are used, must be indicated in accordance with the attached tender forms.

If the tender is submitted with subcontractors, the following information must be provided in Form 1c:

- all subcontractors and each part of the contract to be subcontracted,
- the contact details and legal representatives of the proposed subcontractors,
- the completed ESPD forms of these subcontractors,
- attach to the subcontractor's request for direct payment, if the subcontractor so wishes.

Each subcontractor must complete Tender Form 1d.

If a contract is concluded, the same subcontractors or tenderers involved in the joint action shall also be named in the contract with the contracting authority and may not be replaced by the tenderer without the written consent of the contracting authority!

Application for subcontracting and authorization for direct payment to the bidder (Tender Form 1e).

If the subcontractor requests a direct payment, the direct payment to the subcontractor in accordance with LJN-3 is considered obligatory and the obligation binds the contracting authority and the main contractor.

If the subcontractor does not request a direct payment, the tenderer must declare that it will submit a written declaration of reimbursement in accordance with Article 94(6) of the Contracting Regulations (Tender Form No. 1f).

The contracting authority shall reject any subcontractor if the grounds for exclusion referred to in Article 75(1), (2) or (4) of LJN-3 apply, except in the case referred to in Article 75(3) of LJN-3. Irrespective of whether the contracting authority has specified the grounds for exclusion referred to in Article 75(6) of LJN-3 as relevant in the tender documents, it may reject any subcontractor if the grounds for exclusion referred to in Article 75(6)(č), (d), (g) and (h) of LJN-3 are present.

B) Full declaration by the economic operator (Tender Form No 2).

C) Tender (Tender Form No. 3) for Airborne Laser Scanning (ALS) Service for an area of special archaeological interest in the south-east of Bosnia and Herzegovina.

Deadline for implementation: 30 June, 2025.

Validity of the tender: until December 15, 2024.

D) Grounds for exclusion (Article 75 of the Public Procurement Act)

All economic operators involved in the tender (i.e. the bidder, all co-bidders and subcontractors) must submit signed and stamped self-declarations (Article 47(3) ZJN-3). Compliance with the conditions is established **for each economic operator individually**.

Declaration that the economic operator, as a legal person or as a person who is a member of the administrative, management or supervisory body of the economic operator or who has the power of representation, decision-making or control in this body, has not been the subject of a final judgement that constitutes the facts of the following criminal offences within the meaning of the Criminal Code

(Official Gazette of the Republic of Slovenia, No. 50/12 - Official Consolidated Version and No. 54/15, hereinafter referred to as 'CP-1'):

- Terrorism (Article 108 of the Criminal Code-1),
- Financing of terrorism (Article 109 of the Criminal Code),
- Incitement and public glorification of terrorist acts (Article 110 of the Criminal Code),
- Recruitment and training for terrorism (Article 111 of the Criminal Code),
- Placing a person in a situation of slavery (Article 112 of the Criminal Code),
- Trafficking in human beings (Article 113 of the Criminal Code-1),
- Acceptance of bribes during elections (Article 157 of the Criminal Code),
- Violation of the fundamental rights of employees (Article 196 of the CP-1),
- Fraud (Article 211 of the Criminal Code),
- unlawful restriction of competition (Article 225 of CC-1),
- Causing bankruptcy by fraud or dishonesty (Article 226 of the Criminal Code),
- Damage to creditors (Article 227 of the Criminal Code),
- commercial fraud (Article 228 of the Criminal Code),
- Fraud to the detriment of the European Union (Article 229 of the Criminal Code),
- Fraud in obtaining and using a loan or advantage (Article 230 of the Criminal Code),
- Fraud in securities transactions (Article 231 of the Criminal Code),
- Deception of buyers (Article 232 of the Criminal Code),
- Unauthorised use of another's trademark or design (Article 233 of the Criminal Code),
- Unauthorised use of another's invention or topography (Article 234 of the Criminal Code),
- Falsification or destruction of business documents (Article 235 of the Criminal Code),
- Betrayal and unjustified acquisition of a trade secret (Article 236 of the Criminal Code),
- Misuse of the information system (Article 237 of the Criminal Code),
- Misuse of insider information (Article 238 of the Criminal Code),
- Abuse of the market for financial instruments (Article 239 of the Criminal Code), abuse of position or trust in a commercial activity (Art.240 of the Criminal Code),
- Unauthorised acceptance of gifts (Article 241 of the Criminal Code),
- Unauthorised giving of gifts (Article 242 of the Criminal Code),
- Counterfeiting of money (Article 243 of the Criminal Code),
- Forgery and use of counterfeit bills of exchange or securities (Article 244 of the Criminal Code),
- Money laundering (Article 245 of the Criminal Code),
- Misuse of a non-cash means of payment (Article 246 of the Criminal Code),
- use of counterfeit non-cash means of payment (Article 247 of the Criminal Code),
- the manufacture, acquisition and sale of counterfeit means of payment (Article 248 of the Criminal Code),
- tax evasion (Article 249 of the Criminal Code),
- Smuggling (Article 250 of the Criminal Code),
- Abuse of an official position or official rights (Article 257 of the Criminal Code),
- Damage to public funds (Article 257a of the Criminal Code),
- disclosure of classified information (Article 260 of the Criminal Code),
- Bribery (Article 261 of the Criminal Code),
- Bribery (Article 262 of the Criminal Code),
- Accepting an advantage for unlawful interference (Article 263 of the Criminal Code),
- Granting of gifts for unlawful intermediation (Article 264 of the Criminal Code),

- criminal association (Article 294 of the Criminal Code).

A declaration that, at the time of submission of the tender or application, the economic operator complies with the mandatory duties and other non-tax obligations under the law on tax administration, levied by the tax office in accordance with the regulations of the country in which it is established or in accordance with the regulations of the country of the contracting authority:

- if the value of the unpaid overdue obligations is not 50 EUR or more; or
- have submitted all withholding tax returns in respect of employment income for the last five years from the date of submission of the tender or application.

A declaration that the economic operator has not been excluded from procurement procedures at the time of the deadline for submission of tenders or applications because it is entered in the register of economic operators with negative references.

A declaration that the economic operator has not been fined twice by a final decision of a competent authority of the Republic of Slovenia or another Member State or a third country for a breach of remuneration in the three years preceding the deadline for submission of tenders.

Declaration by the economic operator that the contracting authority may exclude it from the procurement procedure (Article 75(6) ZJN-3):

- if the contracting authority can prove in any way that it has breached the obligation referred to in Article 3(2) of the LPA-3;
- if the economic operator is the subject of insolvency proceedings or compulsory liquidation proceedings under insolvency or compulsory liquidation law or winding-up proceedings under company law, if its assets or business activities are being administered by a liquidator or a court, or if its business activities have been suspended, or if proceedings have been brought against it under the law of another country or in a situation involving the same legal consequences;
- if the contracting authority can prove by any appropriate means that the economic operator has committed a serious breach of professional rules which calls into question its integrity;
- where the contracting authority has reasonable grounds to believe that the economic operator has entered into an agreement with other economic operators the object or effect of which is to prevent, restrict or distort competition. The conclusion of the contracting authority referred to in the preceding sentence shall be deemed justified if the competition authority informs the contracting authority within 15 days, following a complaint by the contracting authority, that it will initiate infringement proceedings;
- if the conflict of interest referred to in Article 91(3) of the Public Procurement Act cannot be effectively eliminated by other, less restrictive measures;
- if the distortion of competition caused by the prior involvement of economic operators in the preparation of the procurement procedure cannot be effectively eliminated by other, less intrusive measures referred to in Article 65 of the Public Procurement Law;
- where the performance of the economic operator in a previous public contract or concession contract with the contracting authority has been affected by significant or persistent deficiencies in the performance of an essential obligation which have led the contracting authority to terminate the previous contract or contract early, to claim damages or to impose other comparable sanctions;
- where the economic operator has been guilty of material misrepresentation in supplying the information required to verify the existence of grounds for exclusion or compliance with the conditions for participation or has failed to supply such information or is unable to provide the evidence required under Article 79 of PPA-3;

- where the economic operator has attempted to improperly influence the decision of the contracting authority or to obtain confidential information which could give it an unfair advantage in the award procedure, or has negligently supplied misleading information which could materially influence the decision to exclude, select or award the contract.

The economic operator must submit an ESPD form.

E) Conditions for participation (Article 76 of the Public Procurement Act)

- 1. Suitability to pursue a professional activity** - declaration by the economic operator under criminal and material responsibility that it is authorised to pursue the activity that is the subject of this contract and that it holds a valid authorization from the competent authority to pursue the activity that is the subject of the contract, if such authorization is required to pursue this activity by a specific law, or that it must be a member of a specific organisation in order to provide the service in the country where it is established.

Each participating economic operator must submit a **ESPD form**.

Economic and financial situation:

- 2. Declaration by the economic operator that:**
 - has not been ineligible to submit tenders for the last 6 months from the closing date for the submission of tenders; and
 - has no outstanding commitments at the time of the deadline for submission of tenders.

Each participating economic operator must submit an **ESPD form**.

- 3. Technical and professional competence**

A list of the economic operator's references, i.e. references within the last five (5) years prior to the deadline for submission of tenders, showing that he has participated in at least two (2) Aerolaser Scanning (ALS) projects with a nominal aggregate ground point density (ANGPD) on vegetated terrain of at least 8 ground points/m². For each reference, the bidder must provide a georeferenced and classified point cloud of 1000x1000m of a rugged terrain with predominantly forest cover, but also some buildings and open terrain. (Tender form no. 4).

A list of references of the project manager, i.e. references within the last five (5) years prior to the deadline for submission of bids, showing that he/she has participated in at least two (2) Airborne Laser Scanning (ALS) projects with a nominal aggregate ground point density (ANGPD) on vegetated terrain of at least 8 ground points/m². For each reference, the bidder must provide a georeferenced and classified point cloud of 1000x1000m of a rugged terrain with predominantly forest cover, but also some buildings and open terrain. (Tender form 5 with curriculum vitae).

The contracting authority requires the submission of evidence on the basis of which it can independently verify compliance with the conditions. If the evidence submitted does not show that the required conditions for a particular project have been met, the tender will be declared inadmissible.

Note: In the case of a joint tender, the conditions are cumulative. With regard to the technical and professional capacity requirements, the economic operator may, where appropriate, make use of the facilities of other companies, irrespective of the legal relationship between it and those companies.

- F) If a group of economic operators submits a joint tender, they must sign and attach a joint tendering agreement stating that:**
 - appointment of a lead tenderer for the execution of the contract,
 - the authorization of the managing director and the responsible person to sign the tender and the contract,
 - a declaration that they have read and fully accept the instructions to tenderers, the tender conditions and the award criteria,

- the agreement of the managing director to the possibility of direct payment by the investor to the contractor as part of the joint execution,
- a declaration that they are fully and jointly and severally liable to the contracting authority.

If the contract is awarded, the same economic operators will also be named in the contract between the contracting authority and the managing bidder.

- G) Declaration** in accordance with Article 35 of the ICPC (Tender Form No. 6).
- H) A completed, signed and stamped model contract** (Tender Form No 7).
- I) A declaration of confidence** of the economic operator (in duplicate) in the amount of ten (10) percent of the tender price including VAT, drawn up in accordance with the model of the own concept (Tender Form No. 8), **together with a bill of exchange.**
- J) List of reference projects - Criterion** (Tender Form No 9).
- K) ESPD form.**

**DETAILS ON THE ECONOMIC OPERATOR
- IN A SOLO PERFORMANCE**

Title	
Address and registered office	
Authorised signatory	
Contact person	
Telephone number of contact person	
E-mail address	
Account for the transaction	
Registration number	
Sales tax ID number	

Date:

Stamp:

**Signature of the person
responsible for the bidder:**

**DETAILS OF THE ECONOMIC OPERATOR
- A GROUP OF OPERATORS MAKING A JOINT OFFER**

Managing partner:

Title:	
Address and head office:	
Authorised signatory	
Contact person	
Telephone number of contact person	
E-mail address	
Account for the transaction	
Registration number	
Sales tax ID number	

Other tenderers in a joint offer:

Title	
Address and registered office	
Authorised signatory	
Contact person	
Telephone number of contact person	
E-mail address	
Account for the transaction	
Registration number	
Sales tax ID number	

Title	
Address and registered office	
Authorised signatory	
Contact person	
Telephone number of contact person	
E-mail address	
Account for the transaction	
Registration number	
Sales tax ID number	

Title	
Address and registered office	
Authorised signatory	
Contact person	
Telephone number of contact person	
E-mail address	
Account for the transaction	
Registration number	
Sales tax ID number	

Date:

Stamp:

Signature of the responsible
person of the managing
partner:

**INFORMATION ON THE ECONOMIC OPERATOR
- SUBCONTRACTOR**

The following subcontractors will be involved in the execution of the contract:

Subcontractor (company and registered office)	Type of work to be carried out	Value of work to be carried out (in EUR)	Legal representative or authorised representative

Date:

Stamp:

Signature of the person
responsible for the bidder:

**INFORMATION ON THE ECONOMIC OPERATOR
- TO THE SUBCONTRACTOR**

Name of subcontractor:	
Address and registered office:	
Legal representative:	
Registration number:	
Sales tax ID number:	
Transaction account(s):	
Contact person for the subcontractor:	
Telephone of contact person:	
E-mail address:	
Work carried out by subcontractor:	
Place and date of execution of the work to be carried out by the subcontractor:	
Value of the work to be subcontracted, excluding VAT:	_____ EUR

Place and date:

Stamp:

Signature of the responsible
person of the subcontractor:

EXPRESS REQUEST OF THE SUBCONTRACTOR FOR DIRECT PAYMENTS

Subcontractor

(name and address of the subcontractor)

I agree that the Client shall pay our claims against the Bidder arising from the work performed in fulfilment of the Contract directly to our transaction account, based on the invoices issued by the Contractor, certified in advance by the Contractor and attached to the invoices issued by the Contractor to the Client: _____

Place and date:

Stamp:

Signature of the responsible
person of the subcontractor:

AUTHORIZATION FOR DIRECT PAYMENT OF SUBCONTRACTORS

Provider:

(Title)

I hereby authorise the contracting authority, the Research Centre of the Slovenian Academy of Sciences and Arts, Novi trg 2, 1000 Ljubljana, on the basis of a certified invoice or statement of account, to make direct payments to the subcontractors that we have indicated as bidders in Tender Form 1c and for which we have provided information in Tender Form 1d.

Date:

Stamp:

Signature of the responsible
person of the tenderer:

DECLARATION OF THE ECONOMIC OPERATOR – BIDDER

Concerning the contract "Airborne Laser Scanning (ALS) Service for an Area of Special Archaeological Interest in South-East Bosnia and Herzegovina", with the reference

we declare with full responsibility that, in accordance with the provisions of Article 94, paragraph 6 of the Law on Public Procurement, within 60 days of receipt of payment of the final invoice, we will submit to the contracting authority our own written declaration and a written declaration from the subcontractor that the subcontractor has received payment for the services provided that are directly related to the subject of the public contract.

Date:

Stamp:

Signature of the responsible
person of the bidder:

Note: The declaration only needs to be completed, stamped and signed if the subcontractor has not applied for direct payments.

OVERALL DECLARATION OF THE ECONOMIC OPERATOR

1. all the declarations and information provided by us in the invitation to tender correspond to the actual circumstances and we reserve the right to verify them with the companies participating in the invitation to tender or with the competent institutions or bodies;
2. the information provided in the tender is true and correct.
3. we will fulfil all the commitments undertaken in the quantity, quality and within the deadlines set out in the tender;
4. we have examined all available documents when preparing our offer and are aware of the scope and complexity of the contract;
5. we are fully aware of all relevant legislation applicable to the award of this contract;
6. we have complied with the obligations arising from the regulations on occupational health and safety, employment and working conditions applicable in the Republic of Slovenia when preparing the offer and performing the contract;
7. we will perform all required work professionally and to the required quality in accordance with the rules of the trade and in compliance with the applicable regulations (laws, regulations, standards, technical approvals), technical instructions, recommendations and standards;
8. we will carry out the public procurement with professionally qualified workers or personnel;
9. we accept the terms and conditions stated in the invitation to tender in full and agree that these terms and conditions shall become part of the contract
10. we accept the terms of payment;
11. that we are not prohibited by law from entering into a contract for the performance of the contract; and
12. that we have taken note of the contents of the tender documents and any additions and amendments to the tender documents and the questions and answers and accept them without reservation.

Date:

Stamp:

Signature of the person
responsible for the
economic operator:

Instructions: To be completed by all parties involved in the tender, i.e. the tenderer, any joint venture partners and subcontractors - copy the form for each of them!

BID NO. _____

In accordance with the tender conditions and the bidder documents, we are prepared to execute the contract at this price:

No.	Description	EM	Quantity	Price per EM excluding VAT:	VAT (%)	Value excluding VAT:
1.	Airborne Laser Scanning Service (ALS) of an area of special archaeological interest in south-eastern Bosnia and Herzegovina	unit	1		22	
Value of works excluding VAT:						EUR
- Discount ____%						EUR
Value of the works including discount, excluding VAT:						EUR
Value of works including VAT discount:						EUR

The offer price is based on the fixed price principle.

Deadline for the provision of the tendered services: June 30, 2025

Validity of the offer: December 15, 2024.

Date:

Stamp:

**Signature of the responsible
person of the bidder:**

ECONOMIC OPERATOR _____
- DIRECTORY OF REFERENCE SERVICES A PREREQUISITE!

Subscriber	Project description	Year of implementation

Mandatory annex: For each project listed, the tenderer must provide supporting documents to enable the contracting authority to verify compliance with the conditions.

Date:

Stamp:

Signature of the responsible
person of the bidder:

PROJECT MANAGER _____
- LIST OF REFERENCE SERVICES

Subscriber	Project description	Year of implementation

Attachment: CV.

Date:

Stamp:

Signature of the responsible
person of the bidder:

AGREEMENT ON THE SUBMISSION OF A JOINT TENDER
- Mandatory annex in the case of a tender submitted by a group of economic operators

The agreement must contain the following:

- the appointment of a lead tenderer for the execution of the contract,
- the authorization of the managing director and the person responsible to sign the tender and the contract,
- a declaration by the tenderers that the managing director has always paid all his outstanding debts to them in full and on time during the period of one year prior to receipt of the tender documents,
- a declaration that they have read and fully accept the instructions to tenderers, the tender conditions and the award criteria,
- the agreement of the managing director to the possibility of direct payment by the investor to the contractor in the context of joint execution,
- a declaration that they are fully and jointly and severally liable to the client.

If a contract is awarded, the same bidders are also named in the contract between the client and the managing director.

DECLARATION OF THE ECONOMIC OPERATOR
- Article 35 of the Integrity and Anti-Corruption Act

– **declare in relation to the participation of natural and/or legal persons that:**

1. the following natural persons are members of our company:

Ref.	Name and surname	Address of permanent/temporary residence	Ownership (%)
1.			
2.			
3.			
4.			

Note: The list is to be continued accordingly.

2. the following legal entities are members of our company:

Ref.	Name and registration no.	Headquarters	Ownership (%)
1.			
2.			
3.			
4.			

Note: continue the list accordingly.

3. are companies affiliated with the Bidder (Article 527 of the Companies Act (Official Gazette of the Republic of Slovenia, No. 65/09 - UPB, 33/11, 91/11, 32/12, 57/12, 44/13 - Decree of the US, 82/13, 55/15, 15/17, 22/19 - ZPosS, 158/20 - ZIntPK-C and 18/21):

Ref.	Name and registration no.	Headquarters	Mutual relationship
1.			
2.			
3.			
4.			

- **we declare that we have listed the following persons as interested parties in the bidder's property:**
- any natural person who directly or indirectly holds more than 5% of the shares or participates with more than 5% in the founding rights, management or capital of a legal entity or has a dominant position in the management of the assets of a legal entity;
- any natural person who indirectly provides or makes funds available to a legal entity and, as a result, is in a position to control, direct or otherwise exercise significant influence over the decisions of the board of directors or other governing body of the legal entity with respect to funding and operating decisions.

By signing this declaration, we guarantee that the entire ownership structure of the bidder is free of other natural and legal persons and silent partners as well as economic entities that are considered affiliated companies under the provisions of company law.

We guarantee the accuracy and truthfulness of the information provided and acknowledge that the public contract is null and void if the declaration is false or if the facts stated in the declaration are untrue.

We will inform the client of any changes to the information provided.

Date:

Stamp:

Signature of the person
responsible for the
economic operator:

Instructions: The form must be completed, stamped and signed. To be completed by all parties involved in the tender, i.e. the tenderer, any co-contractors and subcontractors - complete a copy of the form for each of them! The contracting authority reserves the right to verify the existence and content of the information provided by the tenderer in the tender on the basis of Article 47(3) of the Public Procurement Act.

Research Centre of the Slovenian Academy of Sciences and Arts, Novi trg 2, 1000 Ljubljana,
represented by its Director, Oto Luthar PhD (hereinafter referred to as the 'Client')
Registration number: 5105498000
VAT ID: SI38048183

and

_____ (hereinafter
referred to as "the Contractor")
represented by the Director(s) _____
Registration number: _____
VAT ID:SI _____
TRR: _____ open at _____

enter into the following Agreement by mutual agreement

CONTRACT
for the procurement of the contract 'Airborne Laser Scanning (ALS) Service for an Area of
Special Archaeological Interest in South-East Bosnia and Herzegovina'

Article 1- Subject of the contract

Through a public tender procedure (code _____), the Contractor of this Contract was selected as the most favourable bidder for the execution of the contract "Airborne Laser Scanning (ALS) Service for an Area of Special Archaeological Interest in South-East Bosnia and Herzegovina", and therefore, through this Contract, the Contractor will procure the services and undertake the execution as described in the document "Technical Specifications", which is an integral part of the Contract.

The Contractor undertakes to perform the services in accordance with the Contractor's offer no. _____ from _____ (including cost estimate) and the tender documents and their annexes.

Article 2- Transfer of material, copyrights and source code

All materials and other copyrights of the contractor arising in connection with this Contract shall be the exclusive property of the client for the duration of their term, with the exception of moral rights, which shall remain with the authors. The assignment includes the right of assignment to a third party.

The Contractor is obliged to hand over the entire implementation and user documentation as well as the source code to the Client upon delivery of the copyrighted work. Subsequent changes to the source code must be documented by the Contractor and communicated to the Client. All documentation created by the Contractor shall be the property of the Client.

The Contractor may, with the written consent of the Client, pass on applications or parts of applications of the operating system developed by the Contractor, which is the subject of this Contract, to third parties.

For software not developed by the Contractor, the Contractor shall transfer to the Client a non-exclusive licence that permits reproduction in accordance with the number of users of the system. The Contractor may only name the Client in its references with the prior written consent of the Client.

All intellectual property rights created prior to the signing of this Agreement which are not the subject of this Agreement and which are used by the Contractor as an aid in the performance of its obligations under this Agreement or incorporated into the code under this Agreement shall remain the exclusive property of the Contractor.

Contractor assigns to Customer the unrestricted right to use such code for the purpose of maintaining and updating the Application under this Agreement. The Contractor shall transfer to the Customer the code and technical/user documentation required for the use of this tool.

In the case of upgrades and additions, the technology used by the application will be used for coding. The introduction of a new technology is only possible if the customer specifies this.

Maintenance and upgrades of applications are generally not recoded unless the customer gives his written consent to recoding.

Article 3 - Deadlines and reports

The Contractor undertakes to provide the services provided for in this Contract by June 30, 2025.

The deadlines may only be modified in the following cases:

- if circumstances arise that the Contractor could not have prevented, remedied or avoided,
- as a result of measures taken by the administrative authorities.

A request for an extension of the deadline must be submitted by the Contractor to the Client in writing before the deadline expires and the amendment of the deadline requires the Client's consent.

Article 4 - Price

The contractual value of the services and the transfer of copyright is _____ euros excluding VAT or _____ euros including VAT.

The contract price includes all costs for the provision of the services provided for in the documents handed over as well as services that are not provided for in the documents handed over but are required due to applicable regulations, authorizations and professional rules.

Article 5 - Billing and payments

The Contractor shall issue an invoice to the Client in the prescribed electronic format (eInvoice) for the previous month by the 5th of the current month. The invoice must refer to the number of this Contract. The report referred to in paragraph 4 of this article is a mandatory attachment to the invoice.

The Client shall pay for the service in accordance with the Budget Execution Act no later than the 30th (thirtieth) day following the official receipt of the electronic invoice.

The Client shall pay each invoice issued to the Contractor, previously approved by the Client's administrator for this Agreement, to the Contractor's transaction account with the IBAN _____ opened at the bank (name of the bank and BIC) _____.

For the purposes of billing or invoicing, the Contractor shall prepare a report containing at least the following elements:

- billing period,
- a brief description of the work, indicating the hours worked per item.

Article 6 - Subcontractors

The contractor shall carry out the work in cooperation with the subcontractors named in the offer:

- 1.
- 2.
- 3.

Note: The following information must be provided for all subcontractors: Name, full address, registration number, tax number, transaction account, each type of work to be performed by the subcontractor - subject matter, quantity, value, place and date of execution of the subcontracted work. This information is an integral part of the contract. The above information is a mandatory part of the contract.

The contractor shall carry out the contract work with the subcontractors who have applied for direct payments:

- 1.
- 2.
- 3.

Mandatory direct payments to subcontractors are in line with Article 94(5) of the LPA-3 and bind both the contracting authority and the main contractor.

The contractor must attach to his invoice or statement of account the subcontractor's invoice or statement of account, which it has previously approved.

The contractor authorises the contracting authority to make direct payments to subcontractors who have requested a direct payment on the basis of a certified invoice or statement, in accordance with The provisions of Article 3 of the Contract Law. The subcontractor authorises the contracting authority to settle the subcontractor's claim against the main contractor instead of the main contractor.

The contractor must have subcontracts at the time of the conclusion of this contract or during its execution. During the execution of the contract, the contractor shall inform the client of any changes in the information referred to in the previous paragraph and shall, within a maximum of five days of the change, provide information on any new subcontractors that it subsequently intends to involve in the execution of the work. In the case of the involvement of new subcontractors, the main contractor shall provide, together with the notification, the information and documents referred to in the second, third and fourth indents of Article 94(2) of the Conditions of Contract for the Sale of Goods.

If the contracting authority discovers that the work is being carried out by a subcontractor not specified in the contractor's tender or not agreed in this Contract, the contracting authority shall have the right to terminate this Contract.

The Contractor undertakes to attach to its invoices the pre-certified invoices or invoices of its subcontractors. If the Contractor concludes a contract with a new subcontractor or if the subcontractor is replaced after the conclusion of this contract (with the Client's consent), the Contractor who concluded the contract with the Client shall submit to the Client within 5 days of the change:

- a declaration that it has settled all undisputed obligations to the original subcontractor,
- authorization to pay the new subcontractor directly for the work or deliveries carried out and accepted, if the new subcontractor so requests,
- the new subcontractor's agreement to direct payment, and
- all documents required in the tender documents for subcontractors.

The Contractor shall obtain the Client's prior consent to the change of subcontractor.

The contracting authority shall reject any subcontractor if the grounds for exclusion referred to in Article 75(1), (2) or (4) of this Act apply, except in the case referred to in Article 75(3) of this Act, and may also reject any subcontractor if the grounds for exclusion referred to in Article 75(6) of this Act apply. The contracting authority may also reject the proposal to replace a subcontractor or to involve a new subcontractor if this could affect the proper execution or completion of the works and if the new subcontractor does not meet the conditions set by the contracting authority in the documents for the award of the public contract. The contracting authority must inform the main contractor of the rejection of the new subcontractor within 10 days of receiving the proposal.

Where direct payment to the subcontractor is not mandatory under this Article, the contracting authority shall require the main contractor to provide it with a written declaration from the main contractor and the subcontractor stating that the subcontractor has been paid for the works directly linked to the subject-matter of the public contract no later than 60 days after payment of the final invoice or statement.

Article 7 - Obligations of the Contractor

The Contractor undertakes to obtain all necessary authorizations for the performance of the ALS.

The Contractor undertakes to provide the Client with the samples specified in the "Technical Specifications" document within three (3) weeks of the start of the airborne laser scanning (ALS) of the area".

The Contractor shall follow the Client's written instructions for adjusting the processing technique and for reacquisition if the data does not meet the requirements of the "Technical Specifications" document.

The Contractor undertakes to:

- provide the contracted service diligently, honestly and in accordance with this contract, applicable regulations and professional rules;
- to examine the documents received in detail before submitting a tender and to notify the Client in writing of any defects and to obtain written instructions from the Client in this regard; and to comply with all of the above points at the time of commencement of the execution of the work;
- fulfil their contractual obligations within the agreed deadlines;
- accurately document the work carried out and file the solutions and inform the data centre thereof on a monthly basis (in the case of work relating to the programming and use of the Client's software);
- to conclude subcontracts with subcontractors whose contractual terms are identical to those of this contract;
- to protect the interests of the Client,
- require prior written consent for any change in the performance of the Contract Works; and
- notify the Client's Contract Administrator if circumstances arise that could make it difficult or impossible for the Client to carry out the business in a timely and proper manner;
- ensure continuous availability and accessibility from the public release of the application until the end of the project, for example, but not exclusively, in the event of a complete system failure.

The Contractor also undertakes to carry out any follow-up work that may be ordered in writing by the Client. In the event of an express written order from the Client, the follow-up work and the work ordered shall be invoiced at the unit prices stated in the cost estimate.

Before this work is carried out, a corresponding addendum shall be concluded in which any extension or shortening of the duration of the contract shall be specified.

Article 8 - Obligations of the contracting authority

The contracting authority undertakes to:

- provide the contractor with all documents and information in its possession;
- cooperate with the contractor to ensure that the work is carried out on time and to the satisfaction of both parties;
- inform the Contractor of any changes and new situations that may affect the execution of the delivery; and
- to settle the payment obligations arising from the contract;

Article 9 - Remedy of defects and liquidated damages

If the Contractor is in unjustified default, the Client shall be entitled to claim a penalty of 5% of the order value for the established delay.

The imposition of a penalty payment shall not release the Contractor from its material liability for the damage incurred.

The Client is entitled to claim the contractual penalty at the latest with the final invoice and may reduce the final invoice by the contractual penalty.

The time of notification of a defect shall be deemed to be the time at which the message is received by the Contractor at the telephone number or e-mail address specified in this Contract, provided that it was sent by the Client or the end user and contains at least the information necessary to identify the goods. In the event of a critical malfunction, the time of notification shall also be deemed to be the time of notification by telephone to the number specified in the Contract, provided that such notification is confirmed by e-mail within one working day at the latest. The numbers, addresses and persons communicating with each other may be changed by mutual agreement between the Client and the Contractor.

If, as a result of the Contractor's delay or other fault on the part of the Contractor, the Client suffers damage that exceeds the amount of the liquidated damages, the Client shall be entitled to compensation for the damage exceeding the amount of the liquidated damages.

Article 10 - Data Protection

The parties agree that all information of which they become aware in the course of the performance of this Agreement constitutes a trade secret and undertake to protect such information with the utmost care and to use it exclusively in connection with the performance of this Agreement.

The Client undertakes to treat all information about the Contractor that it receives in the course of the performance of this Contract as confidential.

The Client shall provide the Contractor with access to IRRO's IT infrastructure (network, workstations, servers) for the provision of the contractual services, and the Contractor undertakes to use the equipment exclusively for the provision of the contractual services and not to disclose access to third parties.

The Contractor undertakes not to publish or exploit business secrets and/or confidential information of the Client to which it had access as Contractor during and after the term of this Contract without the express written consent of the Client.

The parties undertake, at the request of the other party, to return all documents and copies thereof received in the course of their contractual cooperation which contain information constituting business secrets.

The Contractor may be fully indemnified by the Client for all damages incurred by the Contractor as a result of the publication or use of trade secrets or confidential information of the Client.

The Contractor undertakes to protect the personal data of which it becomes aware in the course of providing the services under this Contract.

Article 11 - Representatives of the Contracting Parties

The Contract administrator of the principal is _____.

The authorised representative of the Contractor is _____.

Article 12 - Withdrawal from the contract

The Client may immediately and unilaterally withdraw from this Agreement if the Contractor:

- is declared bankrupt or insolvent, is subject to a court order for payment, is placed in receivership, has decided as a legal entity to close a business (with the exception of voluntary dissolution due to a merger or restructuring), has had a receiver appointed for part of its business or assets, or has taken or will take similar measures due to indebtedness,
- has not commenced performance of the work under the contract within the time limit laid down in the contract or within a period of grace set by the contracting authority, and
- interrupts the work without the written consent of the contracting authority.

In the cases referred to in the preceding paragraph, the Contractor shall be obliged to pay a contractual penalty amounting to 20% of the contract value.

During the term of a public contract, the client may withdraw from the contract, notwithstanding the statutory provisions on contractual relations, in the following circumstances:

- The public contract has been substantially modified so that a new procurement procedure is required;
- The contractor was in a situation at the time of the award of the contract that should have led the contracting authority to exclude it from the award procedure, but this was not communicated to the contracting authority during the award procedure
- the contract should not have been awarded to the contractor because of serious breaches of obligations under the TEU, the TFEU and this law, as established by the Court of Justice of the European Union in accordance with the procedure laid down in Article 258 TFEU.

Article 13 - Anti-corruption clause

A contract is void if a representative or agent of a public body or organisation promises, offers or grants an unauthorised benefit in the name of or on behalf of another party to the contract:

- to obtain a transaction, or
- to conclude a transaction on more favourable terms, or
- for failure to exercise due diligence in the performance of contractual obligations; or
- for any other act or omission that causes damage to the public entity or organisation or provides an undue advantage to a representative of the entity, an agent of the public entity or organisation, another contracting party or its representative, agent or intermediary.

The Contract shall be terminated if the client is aware that a competent national authority or a court has determined in a final decision that the contractor or its subcontractor has violated labour, environmental or social law regulations.

Article 14 - Contract modification

According to Article 3 of the Public Procurement Act, a public contract may be modified without a new procurement procedure in the following cases:

- if the modification, regardless of its monetary value, is provided for in the original procurement documents in clear, precise and unambiguous revision clauses, which may include price revision clauses, or options. Such clauses shall specify the scope and nature of the possible modifications or options and the conditions under which they may be exercised, but shall not provide for modifications or options which would alter the general nature of the public contract or framework agreement;
- for additional works, services or supplies carried out by the original contractor where they are necessary even though they were not included in the initial procurement and where the replacement of the contractor is not possible for economic or technical reasons, such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, and would cause significant inconvenience or duplication of costs to the contracting authority;
- where the modification is necessary because of circumstances which the diligent contracting authority could not foresee and the modification does not alter the overall nature of the procurement;
- if the contractor to whom the contracting authority originally awarded the public contract is replaced by a new contractor for one of the following reasons:
 - an unambiguous revision clause or an option under Article 95(1)(1) of PPL-3;
 - another economic operator that meets the conditions of participation, quality assurance standards and environmental management standards initially established and for which there are no grounds for exclusion initially established succeeds the original contractor, in whole or in part, following a corporate reorganisation, including a takeover, merger, acquisition or insolvency, provided that no other substantial change in the procurement is involved and the provisions of this Law are not intended to be circumvented;
- if the change is not material, regardless of its value, in accordance with Article 95(4) ZJN-3.

In the case referred to in the second and third indents of the preceding paragraph, the price increase may not exceed 30% of the value of the original contract; this shall apply to the value of all modifications taken together.

A modification of a procurement contract or framework agreement during its term shall be considered substantial if, as a result of that modification, the contract or framework agreement differs significantly from the contract or agreement initially awarded. Notwithstanding the preceding paragraphs of this Article, a modification shall in any event be considered substantial if at least one of the following conditions is met:

- (a) the modification introduces conditions which, if they had been part of the initial procurement procedure, would have allowed the participation of candidates other than those initially selected or the acceptance of a tender other than that initially selected or would have led other participants to take part in the procurement procedure

- (b) the modification changes the economic balance of the procurement contract or framework agreement in favour of the contractor in a way that was not foreseen in the initial contract or framework agreement
- (c) the modification substantially extends the scope of the public contract or framework agreement;
- (d) another economic operator replaces the original contractor in a case other than those referred to in point (4) of paragraph 1 of this Article.

In the case of modifications to the provisions of the public contract in force other than those referred to in paragraph 1 of this Article, the contracting authority shall conduct a new procurement procedure in accordance with Art.

Article 15 - Transitional and final provisions

All provisions of the tender documents, all explanations and all answers to questions in the context of this invitation to tender are binding.

Amendments and additions to the Contract are only valid if they are made in writing and signed by both parties.

Mutual obligations not specified in the contract are subject to the provisions of the Obligations code and other regulations in this field.

The Parties agree that disagreements or disputes shall be settled primarily by mutual agreement, failing which the competent court at the place of establishment of the Customer shall have jurisdiction.

Article 16 - Validity of the Contract

The Contract shall enter into force on the date on which it is signed by both parties and the Supplier has provided a financial guarantee for the fulfilment of its obligations. It shall be drawn up in duplicate, with each party receiving one copy.

Subscriber

Contractor

ZRC SAZU

Director
Oto Luthar, PhD

Director(s)

Instructions: The form (contract) must be completed, signed and stamped! Each page must be initialled and stamped!

(Name and registered office/address of the subscriber)

(Place and date of issue of the bill of exchange and power of attorney)

DECLARATION OF BANK DRAFT with authorization to draw the draft

1. In order to ensure the proper fulfilment of contractual obligations under the public procurement procedure "Airborne Laser Scanning Service (ALS) of the Area of Special Archaeological Interest in South-Eastern Bosnia and Herzegovina" (published on the public procurement portal under the code JN _____ of _____), we hereby submit to the contracting authority, the Research Centre of the Slovenian Academy of Sciences and Arts, Novi trg 2, 1000 Ljubljana, Slovenia, three (3) blank bills of exchange signed by authorised persons:

(First and last name of the
authorised person)

(Function of the authorised
person)

(Signature)

The undersigned are authorised to sign - to issue bills of exchange.

2. We authorise the Principal, up to an amount equal to ten (10) percent of the bid price including VAT, to execute the individual draft without prior notice in accordance with the procedure set forth in Section 1 of this draft, to endorse the draft with the notation "without protest" and to execute any other portion of the blank draft that is not completed at the time of issuance, to domicile the draft with us or with a commercial bank that maintains our transaction account, and to use the draft for repayment in the following instances:
- if the contractor does not fulfil its contractual obligations in accordance with the contract;
or,
 - if the contractor does not fulfil its contractual obligations in accordance with the contract;
or
 - if the Contractor fails to fulfil its contractual obligations on time in accordance with the terms of the contract; or
 - if the Contractor fails to properly and satisfactorily perform its obligations under the Contract in accordance with its terms; or
 - if the Contractor ceases to perform its obligations under the Contract.

and pay it into our TRR number _____, which was opened at the commercial bank (name of bank): _____. The customer is entitled to present the bill of exchange for payment at any commercial bank that maintains our transaction account.

1. By signing this bill of exchange, we irrevocably authorise the commercial bank named in Section 2 of this bill of exchange or any commercial bank at which our transaction account is maintained at the time the bill of exchange is drawn to draw on our cash balance in the transaction account for the payment of a bill of exchange presented by the customer for payment.

2. We declare that the drawee need not protest and that we as drawee will not protest, and we declare that we will indemnify the drawee for any loss suffered by the drawee as a result of the dishonour or improper honouring of a bill of exchange domiciled with a commercial bank that maintains a transaction account with us (hereinafter referred to as "commercial bank or domiciliary bank"). Our liability for damages shall be limited to the amount of the bill of exchange plus statutory default interest from the due date of the bill of exchange until it is honoured. An exemption from our liability for damages is not possible irrespective of the reason for the non-payment of the bill of exchange and the contractual relationship between us and the domicile holder.

We declare that each bill of exchange issued and used for payment by the customer in accordance with the mandate specified in point 3 of this bill of exchange shall be replaced by a new blank bill of exchange. The number of blank bills of exchange required shall be determined by the customer, who may use all the bills of exchange delivered for repayment in the cases specified in point 1 of this bill of exchange.

This bill of exchange protocol shall be signed in duplicate and handed over to the customer. The first copy shall be submitted to the domiciliary office, i.e. the commercial bank where the transaction account was opened.

The customer must return unused blank bills of exchange together with the bill of exchange and the authorization for their release as soon as the conditions for the release of the bid bond have expired.

(Stamp and signature of the legal representative)

Enclosure: 3 x blank bill of exchange

ECONOMIC OPERATOR - LIST OF REFERENCE SERVICES CRITERION!

Participant	Project description	Year of implementation

Date:

Stamp:

**Signature of the responsible
person of the bidder:**

ESPD