

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

Tender documentation in the process of placing a bid in an open procedure:

***"Supply of publications for the University of Ljubljana, School of Economics
and Business"***

Amendment 1

Ljubljana, November 2024

1 Subject and information on the public procurement

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

The subject of the public procurement is defined in this tender documentation and the list of publications.

The subject of the public procurement is divided into three lots:

Lot 1: Printed monographic publications

Lot 2: Electronic monographic publications

Lot 3: Serial publications

The contracting authority submits the tender in all lots for a period of 48 months. The contracting authority submits the public contract by individual lots, taking into account the following provisions:

LOT 1

The contracting authority will enter into a framework agreement in lot 1 with a maximum of four bidders who will make the most favorable bid for the first order.

As a rule, competition will be opened among bidders for the order of an individual printed monograph or a set of publications, or in the content and scope of the actual needs of the contracting authority. Supplies (printed monographic publications) that are the subject of a request under this public procurement will be ordered by the contracting authority from the bidder who will submit the most favorable bid for an individual demand (i.e. an individual monographic publication).

In an individual demand, the contracting authority will specify the supply deadline and the deadline for submitting the bid, which the bidders shall respect. The contracting

authority reserves the right to determine the highest price of the publication that will be acceptable to them in an individual demand. If the bidders do not offer prices that are equal to or lower than the limited price, the contracting authority reserves the right to buy the publication on the market.

If the contracting authority concludes a framework agreement with only one bidder in an individual lot, they have the right to check the prices on the market for each order. If the contracting authority finds that the price on the market is lower than the one offered, they will ask the bidder to lower the bid price. If the bidder does not want to reduce the price, the contracting authority has the right to make a buy-in of goods on the market.

The bidder has to offer all the publications listed in the annex to this tender documentation, otherwise the bid will be deemed technically inadequate and consequently inadmissible.

LOT 2

The contracting authority shall enter into a framework agreement in lot 2 with a maximum of four bidders who will make the most favorable offer for the first order.

As a rule, competition will be opened among bidders for the order of individual electronic monographic publications. The bidders must provide the contracting authority with electronic access to the catalog of electronic monographic publications with information on the title and author, final price (without VAT), ISBN and eISBN, publisher, edition and publication date. The catalog must only contain books that can be ordered on the bidder's user portal. The contracting authority will open competition among the selected bidders, with whom it will sign the framework agreement, in such a way that, by looking at the bidder's portal, it will determine the bid prices for each electronic monographic publication. The contracting authority will order an individual electronic monographic publication from the bidder, who will guarantee the lowest price for the individual item of the order (individual electronic monographic publication) during the inspection period.

If the contracting authority concludes a framework agreement with only one bidder in an individual lot, it has the right to check the prices on the market for each order. If the contracting authority finds that the price on the market is lower than the one offered, it will ask the bidder to lower the bid price. If the bidder does not want to reduce the price, the contracting authority has the right to make a buy-in of goods on the market. Electronic monographic publications, which the bidders will not provide or will not be

included in their catalog, will not be ordered based on the framework agreement concluded under this public procurement.

For the first order, the tenderer must offer all electronic monographic publications listed in the appendix to this tender documentation, otherwise the tender will be considered technically inadequate and consequently inadmissible.

LOT 3

The contracting authority shall enter into a framework agreement in lot 3 with a maximum of four bidders who will make the most favorable offer for the first order.

As a rule, competition among bidders will be opened for the order of an individual serial publication or a set of publications, or in the content and scope of the contracting authority's actual needs. The contracting authority shall invite the selected bidders, with whom it will sign the framework agreement, to submit an individual bid with the titles of the serial publication. An individual order will be placed with the bidder who will make the most favorable bid - the lowest price for an individual serial publication. The contracting authority will order deliveries of serial publications that are the subject of the demand from the most favorable bidder, who will submit the most favorable bid for an individual demand (i.e. an individual serial publication).

In an individual demand, the contracting authority shall specify the supply deadline and the deadline for submitting the bid, which the bidders have to respect. If the contracting authority concludes a framework agreement with only one bidder in an individual lot, it has the right to check the prices on the market for each order. If the contracting authority finds that the price deviates significantly from the prices on the market, it will ask the bidder to lower the bid price. If the bidder does not want to reduce the price, the contracting authority has the right to make a buy-in of goods on the market.

The tenderer must offer all publications listed in the list, which are listed in the list attached to this tender documentation, otherwise the tender shall be considered technically inadequate and consequently inadmissible.

Variant bids are not admissible.

2 Submission of bids and the deadline for submission of bids

Bidders must submit their bids by the bid submission deadline specified in the e-JN system.

The public opening of bids will take place at the time and place specified in the e-JN information system and on the Public Procurement Portal.

The bids must be submitted to the e-JN information system at <https://ejn.gov.si> by the submission deadline.

Before submitting a bid, the bidder must register at the web address <https://ejn.gov.si/> in accordance with the Instructions for the use of e-JN. A bid marked with the status "SUBMITTED" in the e-JN information system is considered a submitted bid. The bidder can withdraw or change its bid until the deadline for submission of bids. If the bidder withdraws its offer in the e-JN information system, it is considered that the bid was not submitted and the contracting authority will not see it in the e-JN system either. If the bidder changes its bid in the e-JN information system, the last submitted bid is open to the contracting authority in this system.

After the deadline for the submission of bids, it will no longer be possible to submit a bid.

The contracting authority will only consider bids that will be submitted in the e-JN system.

3 Obtaining tender documentation and explanations

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

The bidder may request additional explanations regarding the documentation through the Public Procurement Portal no later than on the day set on the Public Procurement Portal. The contracting authority will answer questions via the Public Procurement Portal no later than on the day set in ZJN-3 rules. The contracting authority will not answer questions that will not be asked in the above manner and by the specified deadline. The contracting authority reserves the right to partially amend or supplement the documentation and, if necessary, extend the deadline for submission of tenders.

The amendments to the tender documentation and supplementing it are an integral part of the documentation related to the contract.

4 Form, language and costs of the bid

The bidder submits the bid electronically via the eJN system.

The bids are submitted in Slovenian language. Unless otherwise specified, a foreign tenderer shall demonstrate compliance with the conditions with documents from official records that demonstrate the required legally relevant status. In the event that the competent authorities of a foreign country do not issue such supporting documents, the tenderer shall submit a sworn statement, if this is not provided for in a member state or a third country, by a declaration of a certain person given at a competent judicial or administrative authority, a notary or at a competent professional or trade organization in that person's home country or in the country in which the economic entity is based.

Bidders may submit prospectuses or other technical documentation in a foreign language, which the bidder will have to officially translate into Slovenian within a subsequently determined deadline, if the contracting authority deems it necessary.

The tender documentation must be submitted on the forms from the annexes to the tender documentation, on the forms specified in the tender documentation or on forms produced by the tenderer that are identical in content and form. During the bid verification process, the contracting authority may request the bidder to submit the original document for inspection at any time. All documents submitted by the bidder must show the current status, except where a document for a certain period or a document of a certain age is explicitly requested.

The bidder must complete all bid forms.

Marked parts of the tender documentation must be signed by the tenderer's legal representative or another person authorized to sign the tender. If the tender is signed by an authorized person, the authorization to sign the tender must be attached to the tender documentation.

The offered goods must fully meet the requirements of the tender documentation.

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

5 Validity of the bid

The bid must be valid at least 3 months after the publication of the contract notice on the Public Procurement Portal. In the case of a shorter bid validity period, the bid shall be eliminated.

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

6 Joint bid

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

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

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

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

Partners in a joint bid may not change during the validity of the contract, except in the case of a change under the circumstances specified in Article 95 of the ZJN-3.

7 Bid with subcontractors

The subject of the procurement is the supply of goods, so the nomination of subcontractors is not mandatory. In case of performance with subcontractors, the bidder must indicate this in the ESPD form. The subcontractors must fill out the ESPD form and meet the conditions specified for subcontractors in the chapter *Reasons for exclusion and conditions for cooperation*, which they prove by signing the ESPD form. If the nominated subcontractor requests direct payment from the contracting authority, they must submit a request for direct payment, which must also be signed by the bidder or the leading partner in the case of a joint bid.

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

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

Only if the subcontractor requests direct payment, direct payment to the subcontractor is considered mandatory and the obligation binds both the contracting authority and the main contractor. When the tenderer intends to carry out a public contract with a subcontractor that requires direct payment in accordance with this article, the following must be carried out:

- in the contract, the main contractor authorizes the contracting authority to pay the subcontractor directly on the basis of the confirmed invoice or situation from the main contractor;
- the subcontractor submits an agreement on the basis of which the contracting authority settles the subcontractor's claim against the bidder instead of the bidder;
- the main contractor must attach to its invoice or situation the invoice or situation of the subcontractor that has been previously approved.

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

If the main contractor will perform with a subcontractor, it must submit the above-mentioned documents in the bid, which it will be able to submit even in the event of a change of subcontractor, within five days of the change at the latest.

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

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

If the bidder nominates a subcontractor, the bid must include a legal deed on subcontracting, which shows the type, value and scope of the works that the subcontractor will perform.

8 Business secret and protection of confidential information

The bidder may mark as confidential documents containing personal data, which are not contained in any public register or otherwise publicly accessible, and business data marked as confidential by the Trade Secrets Act. The contracting authority will treat as confidential those documents in the tender documentation that have a clear mark that they are a trade secret, or that the tender is accompanied by a decision on the protection of trade secrets.

It is not possible to mark as confidential data or business secret the data that is the subject of evaluation of bids (technical specifications from the specification, quantity from the specification, price per unit, value of each item and total value from the bid, selection criteria) or based on regulations and practice of the State audit commission are not confidential or cannot constitute business secrets.

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

9 Transmission of data to the contracting authority

Before signing the contract, the selected tenderer must provide information on:

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

It is desirable that the statement is submitted already at the stage of submission of the bid.

10 Contract conclusion

Pursuant to the provision of Article 90 of the ZJN-3, the contracting authority has the right not to conclude a contract with the selected contractor if it does not have guaranteed funds.

The contract will also be concluded under the suspensive condition of submitting financial insurance for the good performance of the works and liability insurance, as follows from the sample contract.

By signing the ESPD form, the bidder demonstrates understanding and agreement to the above paragraph.

If the bidder does not respond within eight (8) days after the invitation to sign the contract, the contracting authority can consider that it has withdrawn from the tender. In this case, the contracting authority will demand reimbursement from such a bidder for any additional damage caused by such behavior of the selected bidder.

If the bidder does not sign the contract, without objective reasons being given, the contracting authority will submit a proposal to the competent authority for the introduction of an offense under the fourth point of the first paragraph of Article 112 of the ZJN-3.

11 Financial collaterals

In order to secure the fulfillment of its obligations, the tenderer must submit financial collateral to the contracting authority, as derived from the samples in the tender documentation, or on documents, the content of which must not differ from the financial collateral samples from the tender documentation. The bidder can also submit appropriate insurance from insurance companies as financial collateral, but the content must not differ significantly from the sample of financial collateral.

In the case of a bid with subcontractors, the main bidder submits the collateral, while in the case of a joint bid, the contract holder submits the collateral.

The selected bidder, with whom the contracting authority concludes a framework agreement, guarantees the elimination of all types of errors or irregularities in accordance with the provisions of the Code of Obligations and the regulations governing the field of public procurement.

11.1 Financial collateral for a good execution of contractual obligations

In order to ensure a good execution of the contractual obligations, the selected tenderer will have to submit an unconditional, non-objectionable and redeemable bank guarantee or surety bond in the amount of:

Lot 1: EUR 10.000,00

Lot 2: EUR 10.000,00

Lot 3: EUR 4.000,00.

In the tender documentation, on the form *Declaration on submission of a bank guarantee for the good execution of contractual obligations*, the tenderer must submit its own statement that within 8 days after the conclusion of the contract, it will hand over a bank guarantee for the good execution of the contractual obligations to the contracting authority, and the tenderer must sign and stamp the form *Bank guarantee for the good execution of the contractual obligations*. The bank guarantee or surety bond must be valid for 40 days after the end of the contractual relationship.

12 Grounds for exclusion and conditions for recognition of competence

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

12.1 Previous impunity

The contracting authority shall exclude from the public procurement process an economic entity if the economic entity or a person who is a member of the administrative, management or supervisory body of this economic entity or who has the authority to represent it or make decisions or supervise it, has been given a final judgment that has elements of criminal offenses defined in the Criminal Code (Official Gazette of the RS, No. 50/12 - official consolidated text) or for comparable crimes imposed by foreign courts.

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

SUPPORTING DOCUMENTS:

The bidder/partner/subcontractor fills out the ESPD form and in the form, they indicate the SSN of natural persons from the previous paragraph, if it exists. The bidder/partner/subcontractor can also submit certificates from the criminal record, which are not older than four months, counted from the deadline for submitting the bid.

12.2. Inclusion in the register of business entities with imposed side sanctions of exclusion from public procurement procedures

The contracting authority will exclude a business entity from participating in the public procurement procedure if, on the day the tender submission deadline expires, the tenderer is excluded from the public procurement procedures due to being included in the register of economic entities with imposed side sanctions of exclusion from the public procurement procedures (point a) of the fourth paragraph of Article 75 in ZJN-3).

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

SUPPORTING DOCUMENT:

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

12.3. Unpaid tax liabilities and social security contributions

The contracting authority will exclude a business entity from participating in the public procurement procedure if the contracting authority finds out that the economic entity does not fulfill mandatory duties and other monetary non-tax obligations in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is headquartered or the regulations of the contracting authority's country. It is considered that the economic entity does not fulfill the obligations from the previous sentence even if it has not submitted all tax deductions for income from the employment relationship for the period of the last five years by the deadline for submitting the bid or application. The economic

entity shall not be excluded if the economic entity settles unpaid overdue obligations amounting to EUR 50 or more by the deadline for submission of applications or bids and submits all withholding tax statements for income from employment for the period of the last five years by the deadline for submission of applications or bids.

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

SUPPORTING DOCUMENT:

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

12.4 Violation of the labor law

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

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

SUPPORTING DOCUMENTS:

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

A correction mechanism is allowed.

12.5 Fulfillment of the condition established by the decision of the Council of the European Union 2022/578

The contracting authority will exclude the tenderer from participation in the public procurement procedure if the tenderer:

- is a Russian citizen or a natural or legal person, entity or body based in Russia;
- is a legal entity, entity or body whose share is more than 50% directly or indirectly owned by the entity from the previous indent;
- a natural or legal person, entity or body acting on behalf of or on the instructions of the entity from the previous two indents.

The above applies including to subcontractors, suppliers or entities whose capacity is used in the sense of directives 2014/23/EU, 2014/24/EU, 2014/25/EU and 2009/81/EC, if they represent more than 10 percent of the value of the contract¹.

SUPPORTING DOCUMENTS:

- The bidder / partner / subcontractor fills in the ESPD form and the Declaration form based on the decision of the Council of the EU.

13. Terms of cooperation

13.1. Registration of activities and permission to carry out activities

The bidder must have a registered activity that is the subject of a public contract.

SUPPORTING DOCUMENTS:

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

13.2. References

The contracting authority will recognize the competence of the tenderer who can prove that in the last three years before this announcement, it has supplied:

¹ Reason for exclusion based on the adopted decision of the Council of the European Union (Council Decision (CFSP) 2022/578 of 8 April 2022)

- Printed monographic publications worth at least EUR 15,000.00 (applies to lot 1),
- Electronic monographic publications worth at least EUR 5,000.00 (applies to lot 2),
- Serial publications worth at least EUR 10,000.00 (applies to lot 3).

All values are exclusive of VAT.

The tenderer must submit at least **two relevant** (meeting the conditions stated in the previous sentence) **references**. The bidder can demonstrate compliance with the condition by delivering to one customer or several customers, whereby it must demonstrate that it has delivered at least the value from the first paragraph of this point within a period of one year.

Insofar as the bidder will demonstrate competence by delivering to several customers within a period of one year, it must prepare its own form, which will show which references it applies for a period of one year, and it must attach supporting documents for each reference as stated below.

SUPPORTING DOCUMENTS: The bidder fills in the *References* form and for the reference entered in the form, the bidder submits a supporting document in the form of a certificate issued by the competent authority of the state contracting authority or a private company or private individual in the original or in a photocopy or on forms that contain the information from the *Certificate of reference project* form.

The bidder can fulfill the term together with partners or with subcontractors.

13.3 Technical ability

The tenderer must be able to perform all procurements technically and in terms of personnel in accordance with the requirements of this tender documentation, namely:

Lot 1

The tenderer must have a computer-supported, web-accessible and adequately protected **free application** for managing purchases of printed monographic publications, which includes all of the following functionalities, set up on its home website:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.

Lot 2

The supplier must have an online portal that enables the purchase of material and a portal that enables reading of the material. All material from one tenderer must be accessible to users on the same portal for reading the material. The procurement portal must contain the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, eISBN publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.
- **Review of access:** the tenderer must ensure the possibility of reviewing user accesses to the material during a selected time period.

- **Online search:** the tenderer must enable the contracting authority to search by at least minimum parameters: e-book title, ISBN, publisher, price, author.

Lot 3

The tenderer must have a computer-supported, web-accessible and properly secured **free subscription management application** on its homepage, which includes all of the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all procured serial publications from the contracting authority. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of the procured titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Online publishing traceability:** the tenderer manages the publishing patterns of individual titles and enables the contracting authority to continuously view and monitor the publishing patterns.
- **Online tracking of complaints:** the tenderer manages the status of complaints and enables the contracting authority to manage and track complaints online.
- **Online search:** the tenderer must enable the contracting authority to search by at least these minimum parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, supplies, complaints, publishing patterns.
- **Reports:** the tenderer must provide the contracting authority with reports in .txt and .xlsx formats with at least minimal parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, supplies, complaints, issue patterns and, for electronic versions of serial publications, a direct link to publications.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notify the contracting authority about novelty.
- The application must contain a direct link to the publication in the case of ordering electronic versions of serial publications.

In the bid, the bidder must submit screenshots from the online application for all the above-mentioned functionalities, as well as the username and password for the online

application, which must be available to the contracting authority for three weeks from the date of opening of bids.

SUPPORTING DOCUMENTS: The bidder/partner/subcontractor fills in the ESPD form and signs a technical ability form in the lot in which it submits the tender (applies to all lots) and submits screenshots from the online application or applications for all the above-mentioned functionalities, as well as the username and password for the web application, which must be available to the contracting authority for three weeks from the date of opening of bids.

14. Selection criterion

The contracting authority will choose the most economically advantageous bid in lot 1, lot 2 and lot 3 on the basis of the lowest total price without VAT for all publications listed in the inventory.

The bid price without VAT must include all the elements from which it is composed and must include all costs and possible discounts so that the contracting authority is not burdened with any costs related to the subject of the public procurement. If the bidder offers a discount, it must be included in the total bid price. When calculating the bid price, bidders must take into account all elements that affect the price calculation: supply, delivery, exchange of publications, access to electronic versions and all other elements that are evident from the inventory of goods and the framework agreement and affect the price calculation.

The prices per unit from the Bid Pro forma invoice are fixed until the next contracting authority demand.

The contracting authority will enter into a framework agreement with a maximum of four bidders, who will submit the most favorable admissible bid.

The bidder must fill in all the items in the *Bid Pro forma invoice* form for which it is submitting the bid and attach the fully completed *Bid Pro forma invoice form - EXCEL table* for which it is submitting the bid.

15. Legal basis

In the process of awarding a public contract and during the execution of a public contract, the following must be taken into account:

- Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 91/15, 14/18, 121/21, 10/22, 74/22 - Constitutional court decision, 100/22 - ZNUZSZS, 28/23 and 88/23 – ZOPNN-F);
- Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, no. 43/2011, with amendments, hereinafter: ZPVPJN);
- Code of Obligations (Official Gazette of the RS, No. 97/07, with amendments, hereinafter: CO);
- all applicable legislation governing the subject matter of public procurement.

16. The right to a legal remedy

Pursuant to Article 25 of the ZPVPJN, a request for revision relating to the content of the announcement, invitation to tender or tender documentation shall be submitted within ten working days from the date of publication of the public procurement notice or notice of additional information, information on incomplete procedure or correction, if this notice amends or supplements the requirements or criteria for the selection of the most favorable bidder from the tender documents or the previously published procurement notice, or receives invitations to submit bids. A request for revision cannot be submitted after the deadline for receiving bids. The request for revision must contain all the information and supporting documents as stipulated in Article 15 of the ZPVPJN. In accordance with the second indent of the first paragraph of Article 71 of the ZPVPJN, the fee for filing a request for revision, which refers to the content of the publication, invitation to submit a bid or tender documentation in a procurement in an open procedure, amounts to EUR 4,000.00. The fee is paid to a transaction account opened at Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana, Slovenia no. SI56 0110 0100 0358 802, SWIFT code BS LJ SI 2X, IBAN SI56011001000358802 and reference 11 16110-7111290XXXXX, where XXXXX represents the no. of public procurement, as specified on the Public Procurement Portal.

Prof. Tomaž Turk, PhD

Dean

Annexes

Bid Pro Forma Invoice

The bidder _____,
who in the public procurement procedure **"Supply of publications for the University of Ljubljana, School of Economics and Business"** in lot _____, we
submit the following bid:

The bid price in EUR without VAT	
----------------------------------	--

In writing EUR _____

Place:

Stamp:

Signature of the
responsible person:

Date:

Mandatory attachment:

- Completed detailed bid pro-forma invoice EXCEL spreadsheet, which is uploaded to the "Other attachments" tab

Declaration on submission of a bank guarantee for the good execution of contractual obligations

Concerning the public procurement procedure "Supply of publications for the University of Ljubljana, School of Economics and Business " published on the Public Procurement Portal on _____, under the publication No _____

(name and address of the tenderer)

declare that within 8 days after signing the contract for the execution of the public procurement, we will hand over to the Contracting Authority a bank guarantee for the good execution of the contractual obligations, which will comply with the requirements set out in the tender documentation and the form Bank guarantee for the good execution of the contractual obligations.

Stamp and signature of the tenderer

Bank guarantee for the good execution of the contractual obligations

Date: (enter the date of issue)

TYPE OF GUARANTEE: Performance bond

BOND NO. (enter the bond number)

GUARANTOR: (the name and address of the place of issue shall be entered, unless already indicated in the heading)

PARTY ORDERING THE BOND: (enter name and address of the party ordering the bond)

BENEFICIARY: University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17, 1000 Ljubljana

UNDERLYING TRANSACTION: obligation of the party ordering the performance bond under contract No. on, entered into between the party ordering this bond and the beneficiary with whom the party ordering the bond undertook, inter alia, to supply of publications for the University of Ljubljana, School of Economics and Business (hereinafter: the main obligation). Pursuant to the above-mentioned contract, the party ordering the bond is obliged to provide the beneficiary with a performance bond in the amount of EUR

BOND AMOUNT AND CURRENCY: (enter the maximum amount with the number and word and currency of the payment)

DOCUMENTS THAT MUST BE ENCLOSED (IN ADDITION TO THE DECLARATION) WITH A DEMAND FOR PAYMENT AND ARE EXPLICITLY REQUIRED IN THE TEXT BELOW: none

FORM OF PRESENTATION in paper form by registered mail or any other form of express mail services or electronic format through the SWIFT system to the following address

PLACE OF PRESENTATION: (The guarantor is to enter the address of the branch where a paper presentation is to be made. If the place of presentation is not stated in this section, presentation is made where the guarantor issued the bond.)

DATE OF VALIDITY: 40 days after the end of the contractual relationship

We, as the guarantor, undertake pursuant to this bond to pay to the beneficiary any amount up to the amount of the bond when the beneficiary submits the relevant payment demand in the above-specified form of submission, signed by an authorised signatory(-ies), along with any other documents listed above, and in any case together with the beneficiary's declaration, either included in the actual wording of the payment demand or in a separate signed document that is enclosed or refers to the payment demand, which specifies in what way the principal has failed to perform its obligations under the underlying transaction.

Any demand for payment under this bond shall be received on or before the date of expiry of the validity thereof at the place of presentation stated above.

Any disputes that may arise in connection with this bond shall be resolved before the court with subject-matter jurisdiction according to the registered office of the Contracting Authority according to Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No. 758.

References

In the public procurement procedure "***Supply of publications for the University of Ljubljana, School of Economics and Business***" we are listing the following references in lot _____²:

Reference title	
Contractual partner	
Subject and duration of the contract	
Date of completion of supplies	
Price of supplied publications (without VAT) for a period of one year	

Place:

Stamp:

Bidder's signature:

Date:

² The form shall be photocopied and filled in for each reference.

Certificate of reference project

The contracting authority to whom the bidder has provided supplies

.....
(the name of your reference is indicated)

I DECLARE that the economic entity

(contractor information is indicated)

has performed

.....

.....

(the type of supplies made is indicated - description of publications)

in the period from to..... in the total price of EUR
without VAT, whereby the price of supplied:

- electronic monographic publications,
- printed monographic publications
- serial publications

(circle the appropriate)

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

Contact person of the contracting authority:

Phone

E-mail address

Place and date:

Stamp and signature of the contracting authority

Technical ability for lot 1

We, the bidder _____, submitting the bid in **lot 1** under criminal and material liability, declare that we have a computer-supported, web-accessible and adequately protected **free application** for managing subscriptions on our home website, which includes all the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.

Username and password for the online application, which is available to the contracting authority for three weeks from the date of opening of bids:

Link to web application	
Username	
Password	

Place and date:

Stamp:

Bidder's signature:

Technical ability for lot 2

The bidder _____, who submits the bid in **lot 2** under criminal and material liability, we declare that we have an online portal (can be in the form of one or two applications) that enables the purchase of material and a portal that enables the reading of material. All material from one bidder must be accessible to users on the same portal for reading the material. The procurement portal must contain the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, eISBN publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.
- **Review of access:** the tenderer must ensure the possibility of reviewing user accesses to the material during a selected time period.
- **Online search:** the tenderer must enable the contracting authority to search by at least minimum parameters: e-book title, ISBN, publisher, price, author.

Username and password for the online application, which is available to the contracting authority for three weeks from the date of opening of bids:

Application 1:

Link to web application	
Username	
Password	

Application 2:

Link to web application	
Username	
Password	

Place and date:

Stamp:

Bidder's signature:

Technical ability for lot 3

The bidder _____, who submits the bid in **lot 3** under criminal and material liability, we declare that we have set up on our home website a computer-supported, web-accessible and adequately protected free application for managing subscriptions, which includes all the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all procured serial publications from the contracting authority. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of the procured titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Online publication traceability:** the tenderer manages the publication patterns of individual titles and enables the contracting authority to continuously view and monitor the publication patterns.
- **Online tracking of complaints:** the tenderer manages the status of complaints and enables the contracting authority to manage and track complaints online.
- **Online search:** the tenderer must enable the contracting authority to search by at least these minimum parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, supplies, complaints, issue patterns.
- **Reports:** the tenderer must provide the contracting authority with reports in .txt and .xlsx formats with at least minimal parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, deliveries, complaints, issue patterns and, for electronic versions of serial publications, a direct link to publications.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notify the contracting authority about novelty.
- The application must contain a direct link to the publication in the case of ordering electronic versions of serial publications.

Username and password for the online application, which is available to the contracting authority for three weeks from the date of opening of bids:

Link to web application	
Username	
Password	

Place and date:

Stamp:

Bidder's signature:

Statement based on the decision of the Council of the EU

By signing this statement, the economic entity _____

(name and address)

on the basis of the adopted decision of the Council of the European Union (Council Decision (CFSP) 2022/578 of 8 April 2022 (hereinafter also referred to as: "Decision")):

- a) declares that it is familiar with the provisions of the aforementioned Decision, especially Article 1h, which prohibits the awarding or implementation of any public contracts or concession agreements with:
- Russian citizens or natural or legal persons, entities or bodies based in Russia;
 - legal entities, entities or authorities whose share is more than 50% directly or indirectly owned by the entity from the previous indent;
 - natural or legal persons, entities or bodies acting on behalf of or on the instructions of the entity from the previous two indents;

including subcontractors, suppliers or entities whose capacity is used in terms of Directives 2014/23/EU, 2014/24/EU, 2014/25/EU and 2009/81/EC if they represent more than 10 percent of the value of the contract and

- b) declares and confirms that none of the above-mentioned reasons for prohibiting the award of the contract exist for it and its possible subcontractors, suppliers or entities whose capacities are used in the tender subject.

Place and date:

Bidder's stamp and signature

A sample of the framework agreement in lot 1

University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17,
1000 Ljubljana,

represented by Tomaž Turk, PhD, Dean

Registration number: 1626922000

VAT ID: SI28186745

(hereinafter: contracting authority)

and

bidder: _____

represented by _____

Registration number: _____

Identification no. (VAT ID): _____

Transaction account (TRR): _____ opened at

(hereinafter: the supplier)

conclude

FRAMEWORK AGREEMENT FOR SUPPLY OF PRINTED MONOGRAPHIC PUBLICATIONS no. _____

GENERAL PROVISIONS

Article 1

The agreement parties note:

- that the contracting authority has carried out the public procurement procedure for *"Supply of publications for the University of Ljubljana, School of Economics and Business"*, published on the Public Procurement Portal under publication no. JN...../2024. In the subject procedure of the award of the public contract, with the decision on the award of the public contract, the supplier was selected as a signatory of the framework agreement in lot 1 Printed monographic publications;
- that an integral part of the contract is the tender documentation, the bid documentation of the public procurement subject and other attachments;
- that the framework agreement is concluded with ____ bidders.

SUBJECT OF THE FRAMEWORK AGREEMENT

Article 2

The supplier undertakes to successively deliver printed monographic publications based on the contracting authority's demand.

IMPLEMENTATION CONDITIONS AND OPENING OF COMPETITION

Article 3

The contracting authority undertakes to invite all bidders with whom it has concluded a framework agreement to submit bids in each next (contractual) phase of the procedure. The contracting authority will carry out the other (contractual) phases, as a rule, for the procurement of an individual publication, or as needed by the contracting authority.

The contracting authority shall define the implementation conditions (supply deadline, limited value) in each individual competition opening.

With the framework agreement, the contracting authority is not obligated to procure specific publications, as the publications and the supply deadline will be more precisely defined in each individual procurement.

The contracting authority expects active submission of bids for individual demand from the bidder with whom it has concluded a framework agreement. In the event that the bidder does not respond to a demand (does not respond to a demand to which the bidder is invited at least three times in a row), the contracting authority can consider that the bidder has no interest in implementing the framework agreement and can terminate the agreement with a notice and redeem the financial collateral provided for good performance of contractual obligations or claims compensation due to the supplier's passivity.

The bidders with whom the contracting authority has concluded a framework agreement shall send their bids within the deadline in the manner and to the address specified by the contracting authority in the invitation. Bidders must submit all the required documentation in the bid for each demand.

The subject of individual procurements are primarily publications that are not specified in the bid pro-forma invoice, which is an attachment to this agreement, if during the implementation of the framework agreement there is a need to procure other publications in the field of the subject of the public procurement.

In the event that two or more bidders offer the same total bid price, the contracting authority will choose the bidder who first submitted the bid in a specific procurement.

Suppliers will submit bids for individual demands in writing to the contracting authority's email address. Bids in an individual demand must be sent within the deadline to the address specified by the contracting authority in the invitation.

The bid price for an individual monographic publication is binding on the bidder, regardless of whether it was selected in the competition opening process.

The contracting authority reserves the right to determine the highest price of the publication that will be acceptable to it in an individual demand. If the bidders do not offer prices that are equal to or lower than the limited price, the contracting authority reserves the right to buy the publication on the market (buy-in).

Article 4

The contract value is equal to the estimated value of the public contract and amounts to EUR_____ without VAT.

OBLIGATIONS OF THE SUPPLIER

Article 5

The supplier undertakes to:

- supply printed monographic publications on a regular, timely and high-quality basis;
- perform the assumed services professionally, conscientiously and with quality in accordance with technical regulations, standards and laws;
- ensure that complaints are resolved within 21 days;
- regular and timely supply and notification of the contracting authority about novelty on the market of printed monographic publications by e-mail and/or online;
- regularly inform the contracting authority about ongoing issues and situations that could affect the execution of the obligations assumed,
- protect the business confidentiality of the contracting authority and its partners, as well as the confidentiality of all technical documents, technological procedures and other information of the contracting authority.

Article 6

Throughout the implementation of the framework agreement, the supplier must have an accessible and adequately protected free application for managing the purchase of printed monographic publications, which includes all of the following functionalities, via the World Wide Web:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.

- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.

The supplier undertakes to carry out the work undertaken under this contract in accordance with the contracting authority's requirements, and all within the deadlines specified in Article 7 of the framework agreement.

Article 7

The supplier must supply the goods to the contracting authority's premises - DDP Ljubljana (delivered, duty paid Ljubljana) Incoterms 2010.

The supplier must supply the goods within the period specified in the individual demand.

COMPLAINTS

Article 8

The contracting authority will notify the supplier of all errors and deficiencies that it discovers. The supplier is obliged to eliminate errors and deficiencies immediately, and if this is not possible, within the deadlines specified in paragraph 3 of this article.

The contracting authority will file a complaint regarding the supply or access to the online application, orally, by e-mail or in writing by post. The supplier is considered to be aware of the complaint when the contracting authority submits the complaint (submission theory).

The supplier is obliged to provide a response time for complaints and questions from the contracting authority within three working days. The complaint must be resolved within 21 days. The deadline begins to run on the day of submission of the notice of complaint.

Goods that are found to deviate in any way from the specifications in the tender or bid documentation or do not comply with the provisions of this agreement and with the specifications will be rejected via the online complaint application, orally, by email or in writing by post. The supplier must resolve the complaint within the time limits specified in paragraph 3 of this article.

If it turns out that the supply of the offered goods is not possible due to an objective reason that occurs after the signing of the agreement, the contracting authority may terminate the agreement without any obligations, but may accept substitute performance in accordance with the regulations governing the obligation area, while the substitute goods must have equal or better properties in every respect.

PRICES AND PAYMENT METHODS

Article 9

The prices of individual printed monographic publications are listed in the annex to this agreement or in the bid per individual demand.

The bid price fully covers all costs (material, transport, postal, supply, forwarding, handling or all services) necessary for the execution of the procurement.

Prices are fixed until the next demand.

Article 10

The supplier issues an invoice after supply. If the invoice does not correspond to the supplied material, the contracting authority will reject the invoice.

The supplier provides each invoice with a purchase order number.

The contracting authority is obliged to pay the individual invoice within 30 days from the date of receipt of the invoice, or in accordance with the applicable legislation.

In case of delay in payment, the contracting authority is obliged to pay the statutory default interest for the period of delay.

CONTRACTUAL PENALTY

Article 11

In the event that the supplier does not deliver the publications or does not resolve the complaint on time through its own fault, it is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the total contractual value of the bid for an individual demand for each day of delay. The consequences of any delay that is not due to force majeure, regardless of the reason for the delay (e.g. inactivity of the publisher), are fully borne by the supplier.

The total amount of the contractual penalty may not exceed 15% of the value of the bid for an individual demand.

The supplier also undertakes to settle all costs incurred by the contracting authority, which would occur due to untimely supply or unavailability of the application or untimely resolution of the complaint.

The contracting parties agree that the right to charge a contractual penalty is not conditioned on the occurrence of damage to the contracting authority. The contracting authority will claim compensation for the resulting damage according to the general principles of tort liability, independently of the enforcement of the contractual penalty.

In the event of damage suffered by the contracting authority as a result of non-fulfillment, incorrect fulfillment or delay by the supplier, where the resulting damage would exceed the amount of the contractual penalty, the contracting authority may request, in addition to the contractual penalty, repayment of the difference up to the full compensation for all the damage suffered due to delay, improper fulfillment or failure to fulfill contractual obligations of the supplier. If requested by the contracting authority, the supplier must cooperate with the contracting authority as a party in any disputes initiated by third parties, which would arise as a result of the supplier's delay, incorrect fulfillment or non-fulfilment.

For each day of unavailability of the subscription management application, the supplier is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the contract value for an individual demand for each day of unavailability, but no more than 15% of the contract value.

If the damage suffered by the buyer due to the seller's delay is greater than the contractual penalty, the seller undertakes to pay the contractual penalty and the difference that exceeds the amount of the penalty.

In order to enforce the contractual penalty and the resulting damage, the contracting party issues an invoice, which the supplier is obliged to settle within 8 days from the issue.

In order to repay the incurred costs and damages, the contracting authority can always cash in the insurance for the good performance of the contractual obligations, as long as this alone is sufficient.

To the extent possible, the supplier must provide services under this agreement even in the event of unforeseeable circumstances resulting from force majeure or emergency situations. In the event of circumstances that constitute force majeure or emergency situations, the parties must immediately notify each other and agree on the use of the infrastructure under such conditions.

During the duration of the event of force majeure or emergency, the parties will use their best efforts to minimize any damage, loss, delay or disruption caused by the event of force majeure or emergency.

Force majeure is extraordinary, insurmountable and unforeseeable circumstances that could not be foreseen, avoided or prevented and occur after the conclusion of the concession contract and are outside the will or sphere of the contracting parties (completely unknown to the contracting parties, which does not apply to the actions of the publisher).

In particular, earthquakes, floods and other natural disasters, strikes, threats, acts of terrorism, revolution, rebellion, sabotage, vandalism, war or measures of the authorities are considered to be force majeure, in which changed circumstances of an economic or systemic nature occur.

If the party becomes unable to fulfill its obligations under this agreement due to a force majeure event, and does not notify the other party about this, it loses the right to use force majeure as a justification, excuse or basis for exercising other rights that it would otherwise have due to a force majeure event.

If performance of the agreement becomes impossible due to force majeure, both parties are free from their further contractual obligations.

Neither party may assert any claims to which it is entitled under this agreement or by law due to a breach by the other party, if the breach was due to force majeure.

If, due to force majeure, the performance of any duty under this agreement is temporarily prevented, the deadline for agreement execution will be extended accordingly.

BUSINESS COLLATERAL

Article 12

As a condition for the validity of this agreement, the candidate must provide the contracting authority with financial collateral - a bank guarantee or surety bond in the amount of EUR 10,000.00, valid for another 40 days after the end of the validity of the framework agreement - no later than 8 days after receiving a copy of the signed framework agreement from the contracting authority.

The contracting authority can redeem the collateral under the following conditions:

- if it turns out that the supplier does not perform the service in accordance with the agreement, the requirements of the tender documentation or the specifications;
- if the contracting authority will terminate the framework agreement due to violations on the part of the supplier;
- if the contracting authority will terminate the framework agreement due to delay or other inactivity of the supplier.
- The submission of good business execution collateral is a condition for the validity of the framework agreement.

BUSINESS SECRET

Article 13

The parties agree that all information obtained through the execution of the agreement, with the exception of information that is public under the law, constitutes a business secret and undertake to carefully protect all information.

The supplier is obliged to inform its employees that they may come into contact with confidential information during their work, and they must act with the utmost care when working with it. The supplier must immediately notify the contracting authority of any disciplinary or other procedure, due to violations of work obligations, which it has initiated against its employee in connection with the performance of the works under the agreement. At the request of the contracting authority, the supplier is obliged to replace the worker if the latter proves to have acted or attempted to act contrary to the provisions of the agreement.

The data protection obligation applies both to the time of execution of the framework agreement and to the time after it. In the event of a violation of the provisions on the protection of business secret, the supplier is liable to the contracting authority for all indirect and direct damage.

AGREEMENT CONTENT and CONTACT PERSONS

Article 14

Both contracting parties agree that the tender documentation in the public procurement process and the supplier bid with whom this framework agreement is concluded are an integral part of this framework agreement.

The parties undertake to arrange everything necessary for the execution of the agreement and to act with the diligence of a good owner.

The contracting authority's contact person is _____. The supplier's contact person is _____.

WITHDRAWAL FROM THE FRAMEWORK AGREEMENT

Article 15

The framework agreement terminates:

- after the expiry of the period for which it was concluded,
- with (unilateral) contracting authority's cancellation,
- with mutual termination.

Article 16

The agreement can be terminated by contracting authority's (unilateral) cancellation:

- if receivership, bankruptcy or liquidation proceedings have been initiated against the supplier;
- if a court or administrative decision has been issued to the supplier due to a violation of the provisions of the agreement or administrative acts, on the basis of which it is not reasonably possible to expect further correct implementation of the agreement;
- if, after the conclusion of the agreement, it is established that the supplier provided misleading and untrue information that influenced the selection of the supplier;
- if, due to delays or errors in supply, the purchase would no longer fulfill the purpose it pursued;
- if the contracting authority makes at least three complaints during the validity period of the agreement;
- if there is reasonable doubt that the supplier will not fulfill its obligations in the essential part.

If any of the conditions from the first paragraph are met, the contracting authority can initiate a procedure for unilateral termination of the agreement.

The supplier may terminate the agreement if the contracting authority fails to fulfill its obligations under the agreement in such a way that it prevents the supplier from performing the agreement or is in arrears with payment for more than 60 days.

Unilateral termination of the agreement is not admissible if the circumstances justifying such termination were due to force majeure or other unforeseeable and insurmountable circumstances.

The framework agreement is terminated if the contracting authority is aware that the court, by a final decision, has found a violation of the obligations from the second paragraph of Article 3 of the ZJN-3 by the supplier of the public procurement contract or its subcontractor, or if the contracting authority is aware that the competent state authority at the supplier or its subcontractor, during the execution of the agreement, found at least two violations in relation to payment for work, working hours, rest, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship or in relation to illegal employment and for which it was fined for an offense imposed by a final decision or several final decisions.

If the contracting authority becomes aware of a violation, it must notify the supplier within ten days. The supplier may, within the time limit set by the contracting authority, which may not be longer than 15 days, submit evidence that it has taken sufficient measures to prove its reliability despite the existence of violations. If there is a violation by the subcontractor, the supplier can submit evidence within the same period that the subcontractor has taken sufficient measures to prove its reliability despite the existence of violations. If the supplier has not submitted evidence for the subcontractor, or if it has, but the contracting authority considers that these measures are insufficient, the supplier can replace the subcontractor within a period determined by the contracting authority, which must not be longer than 15 days in accordance with Article 94 of ZJN-3, or takes over the part it has subcontracted to this subcontractor itself, if this replacement or takeover does not constitute a substantial change to the agreement. If the supplier has not submitted evidence for itself or the subcontractor, or if it has, but the contracting authority assesses that these measures are insufficient, or if the supplier does not undertake the work itself or proposes a new subcontractor, or if the contracting authority, in accordance with Article 94 of ZJN-3, rejects the timely proposed new subcontractor, the termination clause is fulfilled provided that at least six months remain between the contracting authority's knowledge of the breach and the expiration of the agreement.

Article 17

Either party may withdraw from the agreement:

- if the other party violates the framework agreement under the conditions and in the manner specified therein;
- for culpable reasons (unprofessional, untimely, unscrupulous provision of services).

Withdrawal from the agreement takes effect within the period specified in the notice of withdrawal. The term begins to run on the day of receipt of the written notice of withdrawal.

Article 18

The contracting parties can also mutually terminate the agreement during the duration.

The parties agree to terminate the agreement in the event that they determine that further provision of services is impossible or not expedient. They do this in writing by signing a special form.

Article 19

The contracting authority reserves the right to withdraw from the agreement unilaterally, without a notice period, in the event that it does not have the funds foreseen for the subject of the agreement in the adopted financial plan or if there are unforeseen reasons beyond the control of the contracting authority. At that time, the contracting authority is obliged to pay the supplier all invoices already issued for work and services already performed.

ANTI-CORRUPTION CLAUSE

Article 20

An agreement in which someone on behalf of or at the expense of another contracting party, a representative or an intermediary of a public sector body or organization promises, offers or gives any unauthorized benefit for:

- acquiring a business or
- to conclude a deal under more favorable conditions or
- for failure to supervise the performance of contractual obligations or
- for other conduct or omission that causes damage to a body or organization from the public sector or makes it possible to obtain an unauthorized benefit to a representative of the body, an intermediary of a body or organization from the public sector, another party to the contract or its representative, representative, intermediary,

is void, but if the agreement is not yet valid, it is considered that the agreement has not been concluded.

CONFLICT RESOLVING

Article 21

Any disputes arising in connection with the implementation of this agreement, the parties will try to resolve amicably. If it is not possible to resolve the disputed issue amicably, the court in Ljubljana is competent to resolve disputes.

FINAL PROVISIONS

Article 22

The framework agreement is valid for 48 months, from its conclusion. The framework agreement is concluded when it is signed by both contracting parties and enters into force when the contracting authority receives collateral for the good execution of the contractual obligations. It is used from 1 January 2025 onwards.

This agreement is written in 4 (four) identical copies, of which the contracting authority receives 3 (three) and the supplier 1 (one) copy.

In _____ date: _____

In Ljubljana, on: _____

Number: _____

Number: _____

SUPPLIER

UNIVERSITY OF LJUBLJANA,
SCHOOL OF ECONOMICS AND
BUSINESS

Tomaž Turk, PhD, Dean

Attachment:

- Bid Proforma invoice

A sample of the framework agreement in lot 2

University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17,
1000 Ljubljana,

represented by Tomaž Turk, PhD, Dean

Registration number: 1626922000

VAT ID: SI28186745

(hereinafter: contracting authority)

and

bidder: _____

represented by _____

Registration number: _____

Identification no. (VAT ID): _____

Transaction account (TRR): _____ opened at

(hereinafter: the supplier)

conclude

FRAMEWORK AGREEMENT FOR SUPPLY OF ELECTRONIC MONOGRAPHIC PUBLICATIONS no. _____

GENERAL PROVISIONS

Article 1

The parties note that:

- the contracting authority has carried out the public procurement procedure *"Supply of publications for the University of Ljubljana, School of Economics and Business"*, published on the Public Procurement Portal under publication no. JN...../2024. In the subject procedure of the award of the public contract, with the decision on the award of the public contract, the supplier was selected as a signatory of the framework agreement in Lot 2: Electronic monographic publications;
- that an integral part of the contract is the tender documentation, the bid documentation of the public procurement subject and other attachments;
- that the framework agreement is concluded with ____ bidders.

SUBJECT OF THE FRAMEWORK AGREEMENT

Article 2

The supplier undertakes to successively deliver electronic monographic publications. The supply of electronic monographic publications includes the viewing and provision of access to an individual electronic monographic publication for a selected number of users for individual electronic monographic publications (hereinafter the supply of electronic monographic publications). The contracting authority reserves the right to change the scope of supplies and the range of publications and the type of publications.

IMPLEMENTATION CONDITIONS AND OPENING OF COMPETITION

Article 3

The contracting authority undertakes to invite all bidders with whom it has concluded a framework agreement to submit their bids in each next (contractual) phase of the procedure. As a rule, competition will be opened among the signatories of the framework agreement for the procurement of an individual electronic monographic publication.

For the purposes of implementing this framework agreement, the supplier will provide the contracting authority with electronic access to the catalog of electronic monographic publications with information on the title and author, final price (without VAT), ISBN and eISBN, publisher, edition and publication date. The contracting authority will open competition among the signatories of the framework agreement in lot 2 in such a way that by looking at the bidder's portal, it will select the bidder who will offer the lowest price for an individual electronic monographic publication at the moment of the access.

If the contracting authority concludes a framework agreement with only 1 supplier in an individual lot, it has the right to check the prices on the market for each procurement. If the contracting authority finds that the price on the market is lower than the one offered, it will ask the supplier to lower the offer price. If the supplier does not want to reduce the price, the contracting authority has the right to make a buy-in of goods on the market.

The subject of individual procurements are mainly electronic monographic publications that are not specified in the bid proforma invoice, which is an attachment to this agreement, if during the implementation of the framework agreement there is a need to order other publications in the field of the subject of the public procurement.

In the event that two or more bidders offer the same total bid price, the contracting authority will select the bidder based on a lottery. The ranking will be applied to all procurements where the bid prices will be the same so that the number of procurements is evenly distributed among the bidders submitting the same lowest bid prices.

Article 4

The contract value is equal to the estimated value of the public contract and amounts to EUR _____ without VAT.

OBLIGATIONS OF THE SUPPLIER

Article 5

The supplier undertakes to:

- regularly, within 24 hours, supply quality access to the electronic monographic publication;
- perform the assumed services professionally, conscientiously and with quality in accordance with technical regulations, standards and laws;
- ensure that complaints are resolved within one week;
- ensure regular and timely supply and notification of the contracting authority about novelty on the market of electronic monographic publications by e-mail and/or online;
- regularly inform the contracting authority about ongoing issues and situations that could affect the execution of the obligations assumed,
- protect the business confidentiality of the contracting authority and its partners, as well as the confidentiality of all technical documents, technological procedures and other information of the contracting authority.

Article 6

The supplier must have an online portal that enables the purchase of material and a portal that enables reading of the material. All material must be accessible to users on the same portal for reading the material. The procurement portal enabling material purchase must be available to the contracting authority via the World Wide Web for the entire framework agreement duration and must contain the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all the contracting authority's purchases from the tenderer. The list includes prices without VAT.

- **Online tracking of supply status:** the tenderer keeps track of the supply status of purchased titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.
- **Reports:** the tenderer must enable the contracting authority to create reports with at least the minimum parameters: title of monographic publication, ISBN, eISBN publisher, price, dates of orders, supplies, invoices and complaints.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notification of the contracting authority about novelty.
- **Review of consumption:** the tenderer must provide the possibility of reviewing the consumption of materials in a selected time period.
- **Review of access:** the tenderer must ensure the possibility of reviewing user accesses to the material during a selected time period.
- **Online search:** the tenderer must enable the contracting authority to search by at least minimum parameters: e-book title, ISBN, publisher, price, author.

COMPLAINTS

Article 7

The contracting authority will notify the supplier of all errors and deficiencies that it discovers. The supplier is obliged to eliminate errors and deficiencies immediately, and if this is not possible, within the deadlines specified in paragraph 3 of this article.

The contracting authority will file a complaint regarding the supply or access to the online application, orally, by e-mail or in writing by post. The supplier is considered to be aware of the complaint when the contracting authority submits the complaint (submission theory).

The supplier is obliged to provide a response time for complaints and questions from the contracting authority within 24 hours. The complaint must be resolved within one week. The deadline begins to run on the day of submission of the notice of complaint.

Goods that are found to deviate in any way from the specifications in the tender or bid documentation or do not comply with the provisions of this agreement and with the specifications will be rejected via the online complaint application, orally, by email or in writing by post. The supplier must resolve the complaint within the time limits specified in paragraph 3 of this article.

If it turns out that the supply of the offered goods is not possible due to an objective reason that occurs after the signing of the agreement, the contracting authority may terminate the agreement without any obligations, but may accept substitute performance in accordance with the regulations governing the obligation area, while the substitute goods must have equal or better properties in every respect.

PRICES AND PAYMENT METHODS

Article 8

The prices of individual electronic monographic publications are listed in the annex to this agreement or in the bid per individual demand.

The bid price fully covers all costs necessary for the execution of the procurement.

Prices are fixed until the next demand.

Article 9

The supplier issues an invoice after supply. If the invoice does not correspond to the supplied material, the contracting authority will reject the invoice.

The supplier provides each invoice with a purchase order number.

The contracting authority is obliged to pay an individual invoice within 30 days from the date of receipt of the invoice, or in accordance with the applicable legislation.

In case of delay in payment, the contracting authority is obliged to pay the statutory default interest for the period of delay.

CONTRACTUAL PENALTY

Article 10

In the event that the supplier does not deliver the publications or does not resolve the complaint on time through its own fault, it is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the total contractual value of the bid for an individual demand for each day of delay. The consequences of any delay that is not

due to force majeure, regardless of the reason for the delay (e.g. inactivity of the publisher), are fully borne by the supplier.

The total amount of the contractual penalty may not exceed 15% of the value of the bid for an individual demand.

The supplier also undertakes to settle all costs incurred by the contracting authority, which would occur due to untimely supply or unavailability of the application or untimely resolution of the complaint.

The contracting parties agree that the right to charge a contractual penalty is not conditioned on the occurrence of damage to the contracting authority. The contracting authority will claim compensation for the resulting damage according to the general principles of tort liability, independently of the enforcement of the contractual penalty.

In the event of damage suffered by the contracting authority as a result of non-fulfillment, incorrect fulfillment or delay by the supplier, where the resulting damage would exceed the amount of the contractual penalty, the contracting authority may request, in addition to the contractual penalty, repayment of the difference up to the full compensation for all the damage suffered due to delay, improper fulfillment or failure to fulfill contractual obligations of the supplier. If requested by the contracting authority, the supplier must cooperate with the contracting authority as a party in any disputes initiated by third parties, which would arise as a result of the supplier's delay, incorrect fulfillment or non-fulfilment.

For each day of unavailability of the subscription management application, the supplier is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the contract value for an individual demand for each day of unavailability, but no more than 15% of the contract value.

If the damage suffered by the buyer due to the seller's delay is greater than the contractual penalty, the seller undertakes to pay the contractual penalty and the difference that exceeds the amount of the penalty.

In order to enforce the contractual penalty and the resulting damage, the contracting party issues an invoice, which the supplier is obliged to settle within 8 days from the issue.

In order to repay the incurred costs and damages, the contracting authority can always cash in the insurance for the good performance of the contractual obligations, as long as this alone is sufficient.

To the extent possible, the supplier must provide services under this agreement even in the event of unforeseeable circumstances resulting from force majeure or emergency situations. In the event of circumstances that constitute force majeure or emergency situations, the parties must immediately notify each other and agree on the use of the infrastructure under such conditions.

During the duration of the event of force majeure or emergency, the parties will use their best efforts to minimize any damage, loss, delay or disruption caused by the event of force majeure or emergency.

Force majeure is extraordinary, insurmountable and unforeseeable circumstances that could not be foreseen, avoided or prevented and occur after the conclusion of the concession contract and are outside the will or sphere of the contracting parties (completely unknown to the contracting parties, which does not apply to the actions of the publisher).

In particular, earthquakes, floods and other natural disasters, strikes, threats, acts of terrorism, revolution, rebellion, sabotage, vandalism, war or measures of the authorities are considered to be force majeure, in which changed circumstances of an economic or systemic nature occur.

If the party becomes unable to fulfill its obligations under this agreement due to a force majeure event, and does not notify the other party about this, it loses the right to use force majeure as a justification, excuse or basis for exercising other rights that it would otherwise have due to a force majeure event.

If performance of the agreement becomes impossible due to force majeure, both parties are free from their further contractual obligations.

Neither party may assert any claims to which it is entitled under this agreement or by law due to a breach by the other party, if the breach was due to force majeure.

If, due to force majeure, the performance of any duty under this agreement is temporarily prevented, the deadline for agreement execution will be extended accordingly.

BUSINESS COLLATERAL

Article 11

As a condition for the validity of this agreement, the candidate must provide the contracting authority with financial collateral - a bank guarantee or surety bond in the amount of EUR 10,000.00, valid for another 40 days after the end of the validity of the framework agreement - no later than 8 days after receiving a copy of the signed framework agreement from the contracting authority.

The contracting authority can redeem the collateral under the following conditions:

- if it turns out that the supplier does not perform the service in accordance with the agreement, the requirements of the tender documentation or the specifications;
- if the contracting authority will terminate the framework agreement due to violations on the part of the supplier;
- if the contracting authority will terminate the framework agreement due to delay or other inactivity of the supplier.

The submission of good business execution collateral is a condition for the validity of the framework agreement.

BUSINESS SECRET

Article 12

The parties agree that all information obtained through the execution of the agreement, with the exception of information that is public under the law, constitutes a business secret and undertake to carefully protect all information.

The supplier is obliged to inform its employees that they may come into contact with confidential information during their work, and they must act with the utmost care when working with it. The supplier must immediately notify the contracting authority of any disciplinary or other procedure, due to violations of work obligations, which it has initiated against its employee in connection with the performance of the works under the agreement. At the request of the contracting authority, the supplier is obliged to replace the worker if the latter proves to have acted or attempted to act contrary to the provisions of the agreement.

The data protection obligation applies both to the time of execution of the framework agreement and to the time after it. In the event of a violation of the provisions on the protection of business secret, the supplier is liable to the contracting authority for all indirect and direct damage.

AGREEMENT CONTENT and CONTACT PERSONS

Article 13

Both contracting parties agree that the tender documentation in the public procurement process and the supplier bid with whom this framework agreement is concluded are an integral part of this framework agreement.

The parties undertake to arrange everything necessary for the execution of the agreement and to act with the diligence of a good owner.

The contracting authority's contact person is _____.

The supplier's contact person is _____.

WITHDRAWAL FROM THE FRAMEWORK AGREEMENT

Article 14

The framework agreement terminates:

- after the expiry of the period for which it was concluded,
- with (unilateral) contracting authority's cancellation,
- with mutual termination.

Article 15

The agreement can be terminated by contracting authority's (unilateral) cancellation:

- if receivership, bankruptcy or liquidation proceedings have been initiated against the supplier;
- if a court or administrative decision has been issued to the supplier due to a violation of the provisions of the agreement or administrative acts, on the basis

of which it is not reasonably possible to expect further correct implementation of the agreement;

- if, after the conclusion of the agreement, it is established that the supplier provided misleading and untrue information that influenced the selection of the supplier;
- if, due to delays or errors in supply, the purchase would no longer fulfill the purpose it pursued;
- if the contracting authority makes at least three complaints during the validity period of the agreement;
- if there is reasonable doubt that the supplier will not fulfill its obligations in the essential part.

If any of the conditions from the first paragraph are met, the contracting authority can initiate a procedure for unilateral termination of the agreement.

The supplier may terminate the agreement if the contracting authority fails to fulfill its obligations under the agreement in such a way that it prevents the supplier from performing the agreement or is in arrears with payment for more than 60 days.

Unilateral termination of the agreement is not admissible if the circumstances justifying such termination were due to force majeure or other unforeseeable and insurmountable circumstances.

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

or if it has, but the contracting authority considers that these measures are insufficient, the supplier can replace the subcontractor within a period determined by the contracting authority, which must not be longer than 15 days in accordance with Article 94 of ZJN-3 , or takes over the part it has subcontracted to this subcontractor itself, if this replacement or takeover does not constitute a substantial change to the agreement. If the supplier has not submitted evidence for itself or the subcontractor, or if it has, but the contracting authority assesses that these measures are insufficient, or if the supplier does not undertake the work itself or proposes a new subcontractor, or if the contracting authority, in accordance with Article 94 of ZJN-3, rejects the timely proposed new subcontractor, the termination clause is fulfilled provided that at least six months remain between the contracting authority's knowledge of the breach and the expiration of the agreement.

Article 16

Either party may withdraw from the agreement:

- if the other party violates the framework agreement under the conditions and in the manner specified therein;
- for culpable reasons (unprofessional, untimely, unscrupulous provision of services).

Withdrawal from the agreement takes effect within the period specified in the notice of withdrawal. The deadline begins to run on the day of receipt of the written notice of withdrawal.

Article 17

The contracting parties can also mutually terminate the agreement during the duration.

The parties agree to terminate the agreement in the event that they determine that further provision of services is impossible or not expedient. They do this in writing by signing a special form.

Article 18

The contracting authority reserves the right to withdraw from the agreement unilaterally, without a notice period, in the event that it does not have the funds foreseen for the subject of the agreement in the adopted financial plan or if there are unforeseen reasons beyond the control of the contracting authority. At that time, the

contracting authority is obliged to pay the supplier all invoices already issued for work and services already performed.

ANTI-CORRUPTION CLAUSE

Article 19

An agreement in which someone on behalf of or at the expense of another contracting party, a representative or an intermediary of a public sector body or organization promises, offers or gives any unauthorized benefit for:

- acquiring a business or
- to conclude a deal under more favorable conditions or
- for failure to supervise the performance of contractual obligations or
- for other conduct or omission that causes damage to a body or organization from the public sector or makes it possible to obtain an unauthorized benefit to a representative of the body, an intermediary of a body or organization from the public sector, another party to the contract or its representative, representative, intermediary,

is void, but if the agreement is not yet valid, it is considered that the agreement has not been concluded.

CONFLICT RESOLVING

Article 20

The parties will try to resolve any disputes that may arise in connection with the implementation of this agreement amicably. If it is not possible to resolve the dispute amicably, the court in Ljubljana is competent to resolve disputes.

FINAL PROVISIONS

Article 21

The framework agreement is valid for 48 months, from its conclusion. The framework agreement is concluded when it is signed by both contracting parties and enters into force when the contracting authority receives collateral for the good execution of the contractual obligations. It is used from 1 January 2025 onwards.

This agreement is written in 4 (four) identical copies, of which the contracting authority receives 3 (three) and the supplier 1 (one) copy.

In _____ date: _____ In Ljubljana, on: _____

Number: _____ Number: _____

SUPPLIER

UNIVERSITY OF LJUBLJANA,
SCHOOL OF ECONOMICS AND
BUSINESS

Tomaž Turk, PhD, Dean

Attachment:

- Bid Proforma invoice

A sample of the framework agreement in lot 3

University of Ljubljana, School of Economics and Business, Kardeljeva ploščad 17,
1000 Ljubljana,

represented by Tomaž Turk, PhD, Dean

Registration number: 1626922000

VAT ID: SI28186745

(hereinafter: contracting authority)

and

bidder: _____

represented by _____

Registration number: _____

Identification no. (VAT ID): _____

Transaction account (TRR): _____ opened at

(hereinafter: the supplier)

conclude

FRAMEWORK AGREEMENT FOR SUPPLY OF SERIAL PUBLICATIONS

no. _____

GENERAL PROVISIONS

Article 1

The parties note that:

- the contracting authority has carried out the public procurement procedure *"Supply of publications for the University of Ljubljana, School of Economics and Business"*, published on the Public Procurement Portal under publication no. JN...../2024. In the subject procedure of the award of the public contract, with the decision on the award of the public contract, the supplier was selected as a signatory of the framework agreement in Lot 3 Serial publications;
- that an integral part of the contract is the tender documentation, the bid documentation of the public procurement subject and other attachments;
- that the framework agreement is concluded with ____ bidders.

SUBJECT OF THE FRAMEWORK AGREEMENT

Article 2

The supplier undertakes to supply serial publications based on demands of the contracting authority.

IMPLEMENTATION CONDITIONS AND OPENING OF COMPETITION

Article 3

The contracting authority undertakes to invite all bidders with whom it has concluded a framework agreement to submit bids in each next (contractual) phase of the procedure. The contracting authority will carry out the other (contractual) phases, as a rule, for the procurement of an individual serial publication, or as needed by the contracting authority.

With the framework agreement, the contracting authority is not obligated to procure specific publications, as the publications will be defined in each individual procurement.

The contracting authority expects active submission of bids for individual demand from the bidder with whom it has concluded a framework agreement. In the event that the bidder does not respond to a demand (does not respond to a demand to which the bidder is invited at least three times in a row), the contracting authority can consider that the bidder has no interest in implementing the framework agreement and can terminate the agreement with a notice and redeem the financial collateral provided for good performance of contractual obligations or claims compensation due to the supplier's passivity.

The bidders with whom the contracting authority has concluded a framework agreement shall send their bids within the deadline in the manner and to the address specified by the contracting authority in the invitation. Bidders must submit all the required documentation in the bid for each demand.

In the event that two or more bidders offer the same total bid price, the contracting authority will choose the bidder who first submitted the bid in a specific procurement.

Suppliers will submit bids for individual demands in writing to the contracting authority's email address. Bids in an individual demand must be sent within the deadline to the address specified by the contracting authority in the invitation.

The bid price for an individual serial publication is binding on the bidder, regardless of whether it was selected in the competition opening process.

The contracting authority reserves the right to determine the highest price of the publication that will be acceptable to it in an individual demand. If the bidders do not offer prices that are equal to or lower than the limited price, the contracting authority reserves the right to buy the publication on the market (buy-in).

Article 4

The contract value is equal to the estimated value of the framework agreement and amounts to EUR _____ without VAT.

OBLIGATION OF THE SUPPLIER

Article 5

The supplier undertakes to:

- supply serial publications specified by the contracting authority on a regular, timely and high-quality basis;
- perform the assumed services professionally, conscientiously and with quality in accordance with technical regulations, standards and laws;
- ensure that complaints are resolved within 1 week in the case of procuring electronic versions of serial publications and 2 weeks in the case of procuring printed versions of serial publications;
- regular and timely supply and notification of the contracting authority about novelty on the market of serial publications by e-mail and/or online;
- provide access to contractually agreed electronic versions of serial publications from the first day of supply in the form specified by the contracting authority;
- in the case of ordering serial publications with institutional access via IP, the supplier will, at its own expense, ensure uninterrupted e-access to serial publications for IP subscribers, without any intervention by the contracting authority;
- regularly inform the contracting authority about ongoing issues and situations that could affect the execution of the obligations assumed,
- protect the business confidentiality of the contracting authority and its partners, as well as the confidentiality of all technical documents, technological procedures and other information of the contracting authority.

Article 6

The supplier must have a web-accessible and properly secured free subscription management application on its homepage, which includes all of the following functionalities:

- **Online traceability of purchases:** the tenderer must provide a list of all procured serial publications from the contracting authority. The list includes prices without VAT.
- **Online tracking of supply status:** the tenderer keeps track of the supply status of the procured titles and provides the contracting authority with ongoing insight into the monitoring of supply and past supplies.

- **Online publishing traceability:** the tenderer manages the publishing patterns of individual titles and enables the contracting authority to continuously view and monitor the publishing patterns.
- **Online tracking of complaints:** the tenderer manages the status of complaints and enables the contracting authority to manage and track complaints online.
- **Online search:** the tenderer must enable the contracting authority to search by at least these minimum parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, supplies, complaints, publishing patterns.
- **Reports:** the tenderer must provide the contracting authority with reports in .txt and .xlsx formats with at least minimal parameters: title of serial publication, ISSN, publisher, format, price, dates of orders, supplies, complaints, publishing patterns and, for electronic versions of serial publications, a direct link to publications.
- **Supply and notification:** the tenderer must ensure regular and complete supply and notify the contracting authority about novelty.
- The application must contain a direct link to the publication in the case of ordering electronic versions of serial publications.

In the case of subscription renewal orders, the supplier must ensure uninterrupted access to the serial publication during the renewal process.

The supplier undertakes to carry out the work undertaken under this contract in accordance with the requirements of the contracting authority, and all within the deadlines specified in Article 7 of the framework agreement.

The supplier must provide access to electronic versions of serial publications from publishers in the format specified by the contracting authority.

Article 7

The supplier must deliver the goods to the premises of the contracting authority - DDP Ljubljana (delivered, duty paid Ljubljana) Incoterms 2010.

The supplier must supply the goods according to the frequency of publishing:

- the daily: same day;
- the weekly: same day;
- the monthly and other publications: up to seven days.

COMPLAINTS

Article 8

The contracting authority will notify the supplier of all errors and deficiencies that it discovers. The supplier is obliged to eliminate errors and deficiencies immediately, and if this is not possible, within the deadlines specified in paragraph 3 of this article.

The contracting authority will file a complaint regarding the supply or access to the online application, orally, by e-mail or in writing by post. The supplier is considered to be aware of the complaint when the contracting authority submits the complaint (submission theory).

The supplier is obliged to provide a response time for complaints and questions from the contracting authority within 24 hours. In the case of printed versions of serial publications, complaints can be made at least 6 months after the publication of the missing issue. Complaints must be resolved within 1 week in the case of ordering electronic versions of serial publications and 2 weeks in the case of ordering printed versions of serial publications. The deadline begins to run on the day of submission of the notice of complaint.

Goods that are found to deviate in any way from the specifications in the tender or bid documentation or do not comply with the provisions of this agreement and with the specifications will be rejected via the online complaint application, orally, by email or in writing by post. The supplier must resolve the complaint within the time limits specified in paragraph 3 of this article.

If it turns out that the supply of the offered goods is not possible due to an objective reason that occurs after the signing of the agreement, the contracting authority may terminate the agreement without any obligations, but may accept substitute performance in accordance with the regulations governing the obligation area, while the substitute goods must have equal or better properties in every respect.

PRICES AND PAYMENT METHODS

Article 9

The prices of individual serial publications are listed in the annex to this agreement or in the bid per individual demand.

The bid price fully covers all costs (material, transport, postal, supply, forwarding, handling or all services) necessary for the execution of the procurement.

Prices are fixed until the next demand.

Article 10

The supplier issues an invoice after supply. If the invoice does not correspond to the supplied material, the contracting authority will reject the invoice.

The supplier provides each invoice with a purchase order number.

The contracting authority is obliged to pay an individual invoice within 30 days from the date of receipt of the invoice, or in accordance with the applicable legislation.

In case of delay in payment, the contracting authority is obliged to pay the statutory default interest for the period of delay.

CONTRACTUAL PENALTY

Article 11

In the event that the supplier does not deliver the publications or does not resolve the complaint on time through its own fault, it is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the total contractual value of the bid for an individual demand for each day of delay.

The consequences of any delay that is not due to force majeure, regardless of the reason for the delay (e.g. inactivity of the publisher), are fully borne by the supplier.

The total amount of the contractual penalty may not exceed 15% of the value of the bid for an individual demand.

The supplier also undertakes to settle all costs incurred by the contracting authority, which would occur due to untimely supply or unavailability of the application or untimely resolution of the complaint.

The contracting parties agree that the right to charge a contractual penalty is not conditioned on the occurrence of damage to the contracting authority. The contracting

authority will claim compensation for the resulting damage according to the general principles of tort liability, independently of the enforcement of the contractual penalty.

In the event of damage suffered by the contracting authority as a result of non-fulfillment, incorrect fulfillment or delay by the supplier, where the resulting damage would exceed the amount of the contractual penalty, the contracting authority may request, in addition to the contractual penalty, repayment of the difference up to the full compensation for all the damage suffered due to delay, improper fulfillment or failure to fulfill contractual obligations of the supplier. If requested by the contracting authority, the supplier must cooperate with the contracting authority as a party in any disputes initiated by third parties, which would arise as a result of the supplier's delay, incorrect fulfillment or non-fulfilment.

In the case of procurements of serial publications with institutional access via IP, if the supplier offers individual access instead of an institutional subscription (access to the publication), the supplier is obliged to change the subscription to an institutional subscription at its own expense. If by offering a personal subscription it causes the electronic version of this serial publication to be unavailable, it must also pay the buyer a contractual penalty in the amount of 0.5% of the total contractual value for an individual demand for each day of the unavailability of the serial publication, but up to the annual value of the publication at the most. All other possible costs related to the inability to access the institutional subscription, also due to reasons on the publisher's side, are also borne by the supplier.

For each day of unavailability of the subscription management application, the supplier is obliged to pay the contracting authority a contractual penalty in the amount of 0.2% of the contract value for an individual demand for each day of unavailability, but no more than 15% of the contract value.

If the damage suffered by the buyer due to the seller's delay or because of the failure to provide electronic access to electronic serial publications is greater than the contractual penalty, the seller undertakes to pay the contractual penalty and the difference that exceeds the amount of the penalty.

In order to enforce the contractual penalty and the resulting damage, the contracting party issues an invoice, which the supplier is obliged to settle within 8 days from the issue.

In order to repay the incurred costs and damages, the contracting authority can always cash in the insurance for the good performance of the contractual obligations, as long as this alone is sufficient.

To the extent possible, the supplier must provide services under this agreement even in the event of unforeseeable circumstances resulting from force majeure or emergency situations. In the event of circumstances that constitute force majeure or emergency situations, the parties must immediately notify each other and agree on the use of the infrastructure under such conditions.

During the duration of the event of force majeure or emergency, the parties will use their best efforts to minimize any damage, loss, delay or disruption caused by the event of force majeure or emergency.

Force majeure is extraordinary, insurmountable and unforeseeable circumstances that could not be foreseen, avoided or prevented and occur after the conclusion of the concession contract and are outside the will or sphere of the contracting parties (completely unknown to the contracting parties, which does not apply to the actions of the publisher).

In particular, earthquakes, floods and other natural disasters, strikes, threats, acts of terrorism, revolution, rebellion, sabotage, vandalism, war or measures of the authorities are considered to be force majeure, in which changed circumstances of an economic or systemic nature occur.

If the party becomes unable to fulfill its obligations under this agreement due to a force majeure event, and does not notify the other party about this, it loses the right to use force majeure as a justification, excuse or basis for exercising other rights that it would otherwise have due to a force majeure event.

If performance of the agreement becomes impossible due to force majeure, both parties are free from their further contractual obligations.

Neither party may assert any claims to which it is entitled under this agreement or by law due to a breach by the other party, if the breach was due to force majeure.

If, due to force majeure, the performance of any duty under this agreement is temporarily prevented, the deadline for agreement execution will be extended accordingly.

BUSINESS COLLATERAL

Article 12

As a condition for the validity of this agreement, the candidate must provide the contracting authority with financial collateral - a bank guarantee or surety bond in the amount of EUR 4,000.00, valid for another 40 days after the end of the validity of the framework agreement - no later than 8 days after receiving a copy of the signed framework agreement from the contracting authority.

The contracting authority can redeem the collateral under the following conditions:

- if it turns out that the supplier does not perform the service in accordance with the agreement, the requirements of the tender documentation or the specifications;
- if the contracting authority will terminate the framework agreement due to violations on the part of the supplier;
- if the contracting authority will terminate the framework agreement due to delay or other inactivity of the supplier.
- The submission of good business execution collateral is a condition for the validity of the framework agreement.

BUSINESS SECRET

Article 13

The parties agree that all information obtained through the execution of the agreement, with the exception of information that is public under the law, constitutes a business secret and undertake to carefully protect all information.

The supplier is obliged to inform its employees that they may come into contact with confidential information during their work, and they must act with the utmost care when working with it. The supplier must immediately notify the contracting authority of any disciplinary or other procedure, due to violations of work obligations, which it has initiated against its employee in connection with the performance of the works under the agreement. At the request of the contracting authority, the supplier is obliged to replace the worker if the latter proves to have acted or attempted to act contrary to the provisions of the agreement.

The data protection obligation applies both to the time of execution of the framework agreement and to the time after it. In the event of a violation of the provisions on the protection of business secret, the supplier is liable to the contracting authority for all indirect and direct damage.

AGREEMENT CONTENT AND CONTACT PERSONS

Article 14

Both contracting parties agree that the tender documentation in the public procurement process and the supplier bid with whom this framework agreement is concluded are an integral part of this framework agreement.

The parties undertake to arrange everything necessary for the execution of the agreement and to act with the diligence of a good owner.

The contracting authority's contact person is _____. The supplier's contact person is_____.

WITHDRAWAL FROM THE FRAMEWORK AGREEMENT

Article 15

The framework agreement terminates:

- after the expiry of the period for which it was concluded,
- with (unilateral) contracting authority's cancellation,
- with mutual termination.

Article 16

The agreement can be terminated by contracting authority's (unilateral) cancellation:

- if receivership, bankruptcy or liquidation proceedings have been initiated against the supplier;
- if a court or administrative decision has been issued to the supplier due to a violation of the provisions of the agreement or administrative acts, on the basis

of which it is not reasonably possible to expect further correct implementation of the agreement;

- if, after the conclusion of the agreement, it is established that the supplier provided misleading and untrue information that influenced the selection of the supplier;
- if, due to delays or errors in supply, the purchase would no longer fulfill the purpose it pursued;
- if the contracting authority makes at least three complaints during the validity period of the agreement;
- if there is reasonable doubt that the supplier will not fulfill its obligations in the essential part.

If any of the conditions from the first paragraph are met, the contracting authority can initiate a procedure for unilateral termination of the agreement.

The supplier may terminate the agreement if the contracting authority fails to fulfill its obligations under the agreement in such a way that it prevents the supplier from performing the agreement or is in arrears with payment for more than 60 days.

Unilateral termination of the agreement is not admissible if the circumstances justifying such termination were due to force majeure or other unforeseeable and insurmountable circumstances.

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

or if it has, but the contracting authority considers that these measures are insufficient, the supplier can replace the subcontractor within a period determined by the contracting authority, which must not be longer than 15 days in accordance with Article 94 of ZJN-3 , or takes over the part it has subcontracted to this subcontractor itself, if this replacement or takeover does not constitute a substantial change to the agreement. If the supplier has not submitted evidence for itself or the subcontractor, or if it has, but the contracting authority assesses that these measures are insufficient, or if the supplier does not undertake the work itself or proposes a new subcontractor, or if the contracting authority, in accordance with Article 94 of ZJN-3, rejects the timely proposed new subcontractor, the termination clause is fulfilled provided that at least six months remain between the contracting authority's knowledge of the breach and the expiration of the agreement.

Article 17

Either party may withdraw from the agreement:

- if the other party violates the framework agreement under the conditions and in the manner specified therein;
- for culpable reasons (unprofessional, untimely, unscrupulous provision of services).

Withdrawal from the agreement takes effect within the period specified in the notice of withdrawal. The term begins to run on the day of receipt of the written notice of withdrawal.

Article 18

The contracting parties can also mutually terminate the agreement during the duration.

The parties agree to terminate the agreement in the event that they determine that further provision of services is impossible or not expedient. They do this in writing by signing a special form.

Article 19

The contracting authority reserves the right to withdraw from the agreement unilaterally, without a notice period, in the event that it does not have the funds foreseen for the subject of the agreement in the adopted financial plan or if there are

unforeseen reasons beyond the control of the contracting authority. At that time, the contracting authority is obliged to pay the supplier all invoices already issued for work and services already performed.

ANTI-CORRUPTION CLAUSE

Article 20

An agreement in which someone on behalf of or at the expense of another contracting party, a representative or an intermediary of a public sector body or organization promises, offers or gives any unauthorized benefit for:

- acquiring a business or
- to conclude a deal under more favorable conditions or
- for failure to supervise the performance of contractual obligations or
- for other conduct or omission that causes damage to a body or organization from the public sector or makes it possible to obtain an unauthorized benefit to a representative of the body, an intermediary of a body or organization from the public sector, another party to the contract or its representative, representative, intermediary,

is void, but if the agreement is not yet valid, it is considered that the agreement has not been concluded.

CONFLICT RESOLVING

Article 21

The parties will try to resolve any disputes that may arise in connection with the implementation of this agreement amicably. If it is not possible to resolve the dispute amicably, the court in Ljubljana is competent to resolve disputes.

FINAL PROVISIONS

Article 22

The framework agreement is valid for 48 months, from its conclusion. The framework agreement is concluded when it is signed by both contracting parties and enters into force when the contracting authority receives collateral for the good execution of the contractual obligations. It is used from 1 January 2025 onwards.

This agreement is written in 4 (four) identical copies, of which the contracting authority receives 3 (three) and the supplier 1 (one) copy.

In _____ date: _____ In Ljubljana, on: _____

Number: _____ Number: _____

SUPPLIER

UNIVERSITY OF LJUBLJANA,
SCHOOL OF ECONOMICS AND
BUSINESS

Tomaž Turk, PhD, dean

Attachment:

- Bid Proforma invoice for lot 3