University of Maribor

Faculty of Electrical Engineering
and Computer Science

Koroška cesta 46
SI-2000 Maribor, Slovenia



PUBLIC-TENDER DOCUMENTATION
IN ACCORDANCE WITH THE LOW-VALUE PROCEDURE

FOR

»HPC platform for deep learning and artificial intelligence«

Internal reference number of the public tender: 1/NMV/2025

Maribor, February 2025

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1. INVITATION TO TENDER

The Contracting Authority, University of Maribor, Faculty for Electrical, Engineering and Computer Science, Koroska cesta 46, 2000 Maribor, tax number SI71674705, registration number 5089638003, bank account: 01100-6090106039 registered with the Public Payment Administration (PPA) Slovenska Bistrica, invites interested Bidders to submit their written tender in accordance with this public tender documentation.

The subject of the contract is the **HPC platform for deep learning and artificial intelligence.**

The public tender is carried out in accordance with Article 47 of the Public Procurement Act (official consolidated text PPA-3, the Official Gazette of the Republic of Slovenia, Nos. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F hereinafter PPA-3) as a low-value public procurement procedure.

We invite you to submit your bid for this tender in accordance with the instructions for bidding.

The bids have to be prepared in line with the tender documentation, fulfilling all the conditions for the participation in this public tender.

GENERAL INFORMATION:

Subject:	**HPC platform for deep learning and artificial intelligence**
Internal reference:	**1/NMV/2025**
The bidding procedure:	Low-value public procurement procedure in accordance with Article 47 of PPA
Division into lots:	The public tender is not divided into lots.
Variants:	Variants are not permited.
Requested validity of the tender:	The bid should be valid at least till 30 April 2025
Deadline for queries:	20 February 2025 by 10:00
Deadline for submission of tenders:	28 February 2025 at 10:00
Date and time of the public opening:	28 February 2025 at 11:05

Maribor, February 2025

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2. INSTRUCTIONS FOR THE BIDDERS

2.1 THE CONTRACTING AUTHORITY

The **UNIVERSITY OF MARIBOR, FACULTY FOR ELECTRICAL, ENGINEERING AND COMPUTER SCIENCE** is inviting all interested Bidders to submit their bids in line with the tender documentation.

2.2 THE CODE AND SUBJECT OF THE PUBLIC TENDER

Internal reference No.: **1/NMV/2025**
Subject**: » HPC platform for deep learning and artificial intelligence «**

2.3 IMPLEMENTATION OF THE TENDER

The public tender is carried out on the basis of Article 47 of PPA-3 (Official Gazette of RS, no. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F hereinafter PPA-3) as a low-value public procurement procedure. The Contracting Authority shall select the bid and make a contract with the respective Bidder on the basis of the conditions and criteria described below.

Before the deadline for the submission of tenders, the Contracting Authority may amend the tender documents. The Contracting Authority shall make all the amendments to the tender documentation 5 days before the current deadline at the latest. Any such amendment shall be an integral part of the tender documentation and shall be submitted through the Public-Procurement Portal. If necessary, the Contracting Authority shall extend the deadline for submitting the bids to make it possible for the Bidders to consider the amendments. In the case of an extended deadline for submitting the bids all the rights and obligations of the Contracting Authority and the Bidders shall relate to the new dates arising from the extended deadline.

2.4 ACCESS TO THE TENDER DOCUMENTATION

The forms from the tender documentation (TD) are available at https://feri.um.si/o-nas/jn/ **.**

2.5 THE BIDDING PROCEDURE

Any individual or legal entity registered for the service that is the subject of this tender can submit a bid to this tender.

2.6 THE LANGUAGE OF THE BIDS

The Bidders must submit their bids in Slovene or English.

2.7 PREPARATION OF THE BIDS

To prepare their bids, the Bidders must give all the details required with the attached specification. The bids must be valid until 30 April 2025.

2.8 A JOINT BID

A bid may be submitted by **a group of contractual partners.** This group shall submit a Partnership Agreement stipulating how the public contract awarded within this public-procurement procedure will be executed, specifying, in particular, the leading partner authorized to assume, from the Contracting Authority, the obligations, instructions, and possibly also the payments on behalf of, and for the account of, all the partners, as well as the share and type of services/goods to be provided by each individual partner. The Agreement must clearly stipulate that, in relation to the Contracting Authority, all the partners

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are collectively and individually liable for the realisation of the entire commitment and each part of it, in accordance with paragraph 3 of Article 81 of the PPA-3.

All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses (they must meet all the conditions in Section 2.11) and the requirement under point 2.12.1 PROFESSIONAL CAPACITY OF THE BIDDER the compliance with the Contracting Authority's other conditions for the recognition of competencies shall be examined collectively for the entire group of partners.

2.9 A BID INVOLVING SUBCONTRACTORS

In a subcontracting relationship **the main Contractor transfers the execution** of the whole or a part of the awarded public contract to a third party, namely, a Subcontractor. The definition of a Subcontractor is given in point 1 of Article 94 of the PPA-3. The Bidder can perform the award of the contract alone or together with Subcontractor(s).

If the tenderer offers the execution of the contract by Subcontractor(s), it is required to:

- provide the list of all the Subcontractors (**each Subcontractor must meet all the requirements under point 2.11**) and the type of work that the Subcontractor will be undertaking,
- provide the list of contact information and the legal representatives of the Subcontractors,
- complete Declaration of compliance with the conditions for the Economic Operator for each Subcontractor,
- complete FORM 3.1 – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent, if Subcontractor required.

The main Contractor will be required during the realization of the public tender to inform about any changes to the existing information specified in the preceding paragraph and to send information about new Subcontractors, that are planned to be subsequently integrated into carrying out the work no later than 5 days after the change. In the case of the involvement of new Subcontractors the main Contractor must together with the notice provide the information and documents, specified in the second, third and fourth indents of the preceding paragraph and meet all the requirements under point 2.11.

The Contracting Authority will reject any Subcontractor, if there are grounds for exclusion from the first, second or fourth paragraphs of Article 75 of the PPA-3, except in the case of the third paragraph of Article 75 of the PPA-3. The Contracting Authority may reject any Subcontractor, if there are grounds for exclusion from the sixth paragraph of Article 75 of the PPA-3. The Contracting Authority will not accept the proposal to replace the Subcontractor or the inclusion of a new Subcontractor, if this has an impact on the smooth implementation or completion of the works and if the new Subcontractor does not meet the conditions set by the Contracting Authority in the tender documentation. In the case of rejection of the new Subcontractor the Contracting Authority will inform the main contractor no later than 10 days from receipt of the proposal.

In the event that the Subcontractor in accordance with and in such a way specified in the second and third paragraph of Article 94 of the PPA-3 requires direct payment, a direct payment to the Subcontractor shall be deemed to be obligatory in accordance with this Act and bound by an obligation of the Contracting Authority and the main contractor.

Where the tenderer intends to carry out the contract with a Subcontractor, which requires a direct payment in accordance with this Article:

- the main contractor in the contract shall authorize the Contracting Authority, on the basis of an approved invoice or situation by the main contractor to pay directly to the Subcontractor,

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- the Subcontractor submits the consent on the basis of which the Contracting Authority instead of the tenderer settles the Subcontractor's claim against the tenderer,
- the main contractor to its invoice attaches an invoice of a Subcontractor, which was previously approved.

If a direct payment to the Subcontractor is not required, the Contracting Authority of the main contractor will require that not later than 60 days from the payment of the final invoice the main contractor sends a written statement and a written statement from the Subcontractor that the Subcontractor has received payment for the supplied goods directly related to the subject of the contract.

If the main contractor does not comply with Article 94 of PPA-3, the Contracting Authority shall submit a proposal to the National Review Commission about the introduction of a minor offence procedure referred to in point 2 of the first paragraph of Article 112 of the PPA-3.

In the event that the tenderer acts with the Subcontractors, the tenderer shall submit the authorization for direct payments (FORM 3.1) or a statement that the bid does NOT act with Subcontractors. In this case the tenderer submits a declaration of the bid without Subcontractors (FORM 3).

2.10 COMPLETION OF THE BID – ADMISSIBLE TENDER

»Admissible tender« shall mean a tender that is submitted by a tenderer for which there are no grounds for exclusion and which meets the selection criteria, which meets the needs and requirements of the Contracting Authority set out in the technical specifications and the procurement documents, which was received in due time, for which there is no evidence of collusion or corruption, which has not been found by the Contracting Authority to be abnormally low, and the price does not exceed the Contracting Authority's budget.

Tender documentation must consist of the forms submitted in the following order:

- **FORM 1 –** The bid (Proforma invoice)
- **FORM 2 –** Details about the Bidder
- **FORM 3 –** Acting with Subcontractors or without Subcontractors
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.4**
- the completed, signed and stamped sample contract initialled on each page – **FORM 5**
- Completed and signed document 1_NMV_2025_Technical specifications (.xls document).

Only when acting as consortium and/or with Subcontractors must the Bidder submit the following forms:

- **FORM 1 –** The bid (Proforma invoice)
- **FORM 2.1 –** General data about the Bidder and the consortium
- Partnership Agreement (only in the case the Bidder acts as a party in a joint venture or a consortium of the Bidder)
- **FORM 3 –** Acting with Subcontractors or without Subcontractors
- **FORM 3.1 –** The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.4**
- **FORM 5 –** the completed, signed and stamped sample contract initialled on each page
- Completed and signed document 3_NMV_2024_Technical specifications (.xls document).

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11 and 43/11; ZIntPK), the selected Bidder is obliged to submit, prior to signing the contract and at the request of the University of Maribor, Faculty for Electrical, Engineering and Computer Science, Koroska cesta 46, 2000 Maribor, the awarding authority, a statement or details about the natural or legal entities owned by the selected Bidder, including the silent

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partners and business entities that are considered to be associated with the selected Bidder in line with the provisions of the law governing companies. If the Bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled (Appendix 2).

In line with point 6 of Article 91 of PPA-3, the selected bidder shall submit, within 8 days of the receipt of the request, the details about:

- its founders, partners, including silent partners, shareholders, limited partnerships or other owners, as well as the equity shares of these entities;
- business entities that are considered to be associated with the selected bidder on the basis of the law governing companies.

The tenderer submitting the offer accepts criminal and material responsibility that all data and documents included in the tender are true. Otherwise, the tenderer shall be liable to the Contracting Authority for any damage caused to it.

The Contracting Authority explains that the supplier can offer equivalent goods for items where the reference model is mentioned in the specifications. For items where the reference model is indicated, the tenderer must provide information about the offered goods (manufacturer, model, type, brand) that he is offering. If the tenderer does not provide information about the offered item, it is considered that he is offering a reference model.

2.11 GROUNDS FOR EXCLUSION OF THE BID

1.	The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is found that the Economic Operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by final judgment which has the elements of the criminal offenses that are defined in the first paragraph of Article 75 of the PPA-3 In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion. Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity. **The proof:** FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in a procedure. Prior to signing the contract the Contracting Authority can ask the selected Bidder to submit the authorization to obtain the information from the criminal record (for the Economic Operator and for all persons who are members of the administrative, managerial or supervisory body of the Economic Operator or who the power to represent or to decide or control it). The Bidder himself can attach the certificates from the criminal record. The certificates thus submitted must be legally relevant with respect to the conditions on the day of submitting the bid.

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2.	The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case that it does not fulfil the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating the financial administration, collected by the tax authority in line with the provisions of the country in which it has its our registered office or in the Member State of the Contracting Authority and have no outstanding liabilities as on the day of submitting the bid worth EUR 50 or more. On the day of submitting the bid, the Economic Operator must submit all accounts of tax deductions for the incomes arising from employment relationships for the period of the last 5 years. **The proof:** FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.
3.	The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is on the deadline for the submission of bids excluded from the public award procedures due to being included in the record of entities with negative references, as defined in point a) of the fourth paragraph of Article 75 of the PPA-3. **The proof:** FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.
4.	The Economic Operator must be excluded by the Contracting Authority from participating in a public procurement procedure it has been in the 3 years prior to the expiry of the deadline for submitting the bids find twice for an offence related to the payment for work, working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country. In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion. Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity.

The Contracting Authority shall in accordance with the eight paragraph of Article 75 of the PPA-3 at any time during the procedure exclude an Economic Operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to this instruction.

If there is any doubt about the veracity of the providers' statements, before awarding the public contract, the contracting authority will request the submission of an authorization to obtain data from the criminal record (for the economic entity and for all persons who are members of the administrative, management or supervisory body of the economic entity or who have the authority to represent it or make decisions or supervise it).

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2.12 CONDITIONS FOR PARTICIPATION

2.12.1 PROFESSIONAL CAPACITY OF THE BIDDER

1.	The Bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the Economic Operator is established. The list of professional or business registers in the Member States of the European Union is published in Annex XI of Directive 2014/24 / EU. **The proof:** FORM 4.3 – Completed Declaration of compliance with the conditions for the pursuit of a professional activity The Contracting Authority reserves the right to verify the existence and content of the tender in the case of doubt about the validity of the tenderer's statements. For this purpose, the declaration must contain all the necessary information in order for the Contracting Authority to verify the compliance with the condition in question in the official records. In the event that such a verification is not possible, the Contracting Authority shall require the Economic Operator to submit a copy of the entry in one of the professional or business registers.

2.12.2 TECHNICAL CAPACITY OF THE BIDDER

1.	The Bidder guarantees the required technical suitability of the equipment in line with the technical requirements from the description of the equipment included in the tender documentation. **The proof:** FORM 4.4 – Completed Statement of technical suitability

In all cases one copy of proof is sufficient, even when a particular proof is mentioned several times.

With respect to all the above documents, which can be submitted as photocopies, the Contracting Authority can, at a later stage, request the original copies that the Bidder has to submit for viewing to the Contracting Authority in a period of 3 days. Irrespective of the required age of the documents, they have to disclose the status of the Bidder that is legally relevant with respect to the conditions on the day of submitting the bid.

If the country where the Bidder is established cannot issue the proofs, or documents, required by the tender documentation, the Bidder can, in line with Article 42 of PPA-2, submit an appropriate sworn statement given by the Bidder or by a witness in the presence of a judicial or administrative authority, a notary, or an authorised body representing the commercial entities in the Bidder's country.

2.13 THE BIDDING PRICE

All the prices have to be expressed in euros, covering all the costs for the realisation of the relevant public contract. The final price has to include all its constituent elements. The VAT has to be indicated separately (for the Bidders from Slovenia).

2.14 EXAMINATION AND EVALUATION OF THE BIDS

Before awarding the contract, the Contracting Authority will verify the existence and content of data or other information indicated in the tender of the tenderer to which it has decided to award the contract. The Contracting Authority will perform an examination and evaluation in line with Article 89 of the PPA-3.

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2.15 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS

The criterion for the best Bidder selection is the most economically advantageous bid, determined on the basis of the lowest bidding price in euros without the VAT.

In the case of two or more Bidder having equally economically advantageous bid, the Bidder with the shorter delivery date will be selected. If the bids are tied after this, the bidder with more favorable warranty terms and conditions will be selected.

2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION

Communication with the Bidders concerning queries about the tender and the preparation of a bid shall be organised through the Public-Procurement Portal of the Official Gazette of the Republic of Slovenia: www.enarocanje.si.

Information provided by the Contracting Authority or through the procurement portal shall be, in accordance with the paragraph 2 of Article 67 of PPA-3 understood as an amendment, supplement or clarification regarding the award of the contract, if the content of this additional information results in changing this documentation, or if the explanation eliminates the ambiguity of the statements in this document or the public announcement.

2.17 DEADLINES FOR ANSWERING THE QUERIES ABOUT THE TENDER DOCUMENTATION

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **10:00** on **19 June 2024** shall be considered as timely. After this time, the Contracting Authority shall not answer any queries about the tender.

2.18 SUBMISSION AND DELIVERY OF THE BID

The bidder in the e-JN information system loads the completed "»Proforma Invoice« (»Predračun«) section)" in the .pdf file, which will be accessible at the public opening of bids, and all other forms and worksheets are loaded into the " "Other Documents" section.
Tenderers must submit their bids to the e-JN information system at https://ejn.gov.si/eJN2 , in accordance with point 3 of the Instructions for use of the information system for the use of e-JN electronic bidding functionality: BIDDERS (hereinafter: : Instructions for use of e-JN), which is part of this tender documentation and published on the Internet at https://ejn.gov.si/eJN2 .
Prior to submitting a tender, the bidder must be registered at https://ejn.gov.si/eJN2 , in accordance with the e-JN User's Guide. If the provider is already registered with the e-JN information system, the application is registered at the same address.
The bidder's user who is empowered to submit bids in the e-JN information system shall submit the offer by clicking on the "Submit" button. The e-JN information system records the identity of the user and the time of submission of the bid when submitting offers. The user, through the act of submitting the tender, will prove and declare the will to submit a binding offer on behalf of the bidder (Article 18 of the Code of Obligations). By submitting a tender, it is binding on the time indicated in the offer, unless the buyer user withdraws or changes it before the expiration of the deadline for the submission of tenders.
The tender shall be deemed to be submitted in due time if it is received by the contracting authority via the e-JN https://ejn.gov.si/eJN2 no later than the deadline for the submission of tenders. The bid submitted shall be considered as an offer which is in the e-JN information system marked with the status "SEND".
By the deadline for the submission of bids, the tenderer may withdraw or modify his tender. If the provider in the e-JN information system withdraws its offer, it is considered that the offer was not submitted and the subscriber will not see it in the e-JN system either. If the provider modifies its offer in the e-JN information system, the last submitted bid is opened in this system to the subscriber.

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- **Submission of tenders in e-JN:** **28. 02. 2025 until 10.00.**
- **Public opening of tenders in e-JN:** **28. 02. 2025 until 11.05.**

After the expiration of the deadline for submitting the offers of the offer, it will no longer be possible to submit.
The opening is carried out in such a way that the e-JN information system automatically displays the provider information at the time specified for the public opening of bids, and gives access to the .pdf document that the provider loads to the e-JN system under the section »Proforma Invoice« (»Predračun«) section). The bidders who submitted bids have this information in the e-JN information system in the "Bid Opening Minutes" section.

2.19 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the e-JN system on **28 February 2025** and will start at **11.05** AM at the web address https://ejn.gov.si/eJN2

The opening is carried out in such a way that the e-JN information system automatically displays the provider information at the time specified for the public opening of bids, and gives access to the .pdf document that the provider loads to the e-JN system under the section »Proforma Invoice« (»Predračun«) section). The bidders who submitted bids have this information in the e-JN information system in the "Bid Opening Minutes" section.

2.20 VALIDITY OF THE BID

The bid has to be valid until 30 April 2025.
Variants are not permitted.

2.21 FORM »BID (PROFORMA INVOICE)«

The Bidder must offer all listed items from the Form 1 – Bid (Proforma invoice), considerring technical description and specification of the equipment, which is part of the Tender Documentation.

The Bidder completes all listed items in the Proforma invoice, to a maximum of two decimal places.

If the Bidder declares the price of zero (0) EUR, it is understood this item is offered free of charge.

The Bidder must not change the content of Form 1.
The price should include all discounts and costs.

Where the Contracting authority, during the examination and evaluation of tenders, finds that a calculation error has occurred, it may correct it in line with Article 89, paragraph 7, of the PPA-3.

Bidder uploads in the IT e-JN system under the section »Pro-forma Invoice« (»Predračun«) in a .pdf file the Proforma Invoice.

2.22 SIGNING OF THE CONTRACT

The selected Bidder shall sign the contract within 5 working days of the receipt of the contract signed by the Contracting Authority.
Prior to signing, the contract shall be modified depending on whether the selected Bidder submits a joint bid, a bid with Subcontractors, a bid consisting of different realisation phases and the similar.

2.23 LEGAL INSTRUCTION

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Legal protection of the Bidders in the public procurement procedure is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (Official Gazette of RS, no. 43/11, 60/11 – ZTP-D, 63/13 , 90/14 – ZDU-1I, 60/17 and 72/19)) following the procedure and in manner as determined by law.

A review claim referring to the contents of the call and/or the tender documentation, may be filed in 10 working days from the date of publication of the call for tender or the notice of supplementary information, information on the pending procedure or correction if this is a notice to amend or supplement requirements or criteria for selecting the most advantageous tenderer from the tender documentation or previously published contract notice; the review claim may refer to the amended, supplemented or clarified content of the publication or the tender documentation or a directly related reference to it in the original publication or tender documentation. A review claim may not be submitted after the deadline for submission of the bid, unless the deadline submission of the bid is less than 10 working days. In this case, a review claim may be filed within 10 working days of the date of publication of the contract notice.

The applicant shall pay a tax of 2.000,00 euros to the bank account of the Ministry of Finance, No. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; IBAN: SI56011001000358802 – a tax for a revision of public procurement.

A review claim shall be filed in the IT eRevizija https://www.portalerevizija.si/ .

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3. TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT

The subject of the public procurement is the GPU cards for HPC. More detailed definition of the technical requirements is given in the attached document "1_NMV_2025_Tehnical specifications" in .xls format.

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4. BID (PROFORMA INVOICE)

Details about the Bidder:

Name: _____
Address: _____
VAT identification number: _____
Bank account and the name of the bank: _____
Contact person: _____
Contact person's E-mail address: _____
Person responsible for signing the contract: _____

University of Maribor, Faculty for Electrical, Engineering and Computer Science
Koroska cesta 46
2000 Maribor, Slovenia

BID No. _____

Place: _____

Date: _____

On the basis of your public tender we are pleased to submit the following bid:

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction

No.	Description of the goods	Quantity	Price	Discount %	Value
1	**HPC platform for deep learning and artificial intelligence**	1 Pc			

TOTAL	
DISCOUNT	
VALUE without VAT (EUR)	

Delivery time (**no later than 14 days from the date of entry into force of the contract**): _____
Payment terms (30 days after issuing the Invoice): _____
Delivery term: (price includes delivery to the client's address)
Warranty period : As stated in the technical specifications
Validity of the bid: 30 April 2025

MANDATORY ENCLOSURE:
Brochures including a complete technical description and specification of the equipment, and the supplier's Offer/Quotation with technical specifications and a list of components included (please, enclose it to the second part of the tender documentation)

The Bidder:

_____
(signature of the representative)
(name and surname)

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4. DETAILS ABOUT THE BIDDER

Details about the Bidder:

Name of the Bidder:	
Address of the Bidder:	
Legal representative of the Bidder:	
Contact person:	
E-mail of the contact person:	
Telephone number:	
Fax number:	
Website:	
VAT identification number:	
Bank account and the name of the bank:	
Person responsible for signing the contract:	
The provider is an SME: (SME - as defined in Commission Recommendation 2003/361/EC)	YES NO

Acting as a Bidder, we are submitting the bid:

☐	**Individually**, without contract partners or subcontractors
☐	**As a joint bid as a consortium,** involving contract partners
☐	**As a bid invoilving subcontractors**
☐	**As a bid using the capabilities of other operators**

On the basis of a public tender **» HPC platform for deep learning and artificial intelligence «** published on the Public Procurement Portal, on _____ under publication number _____ we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.

The Bidder:

---------- _____

(place, date) *(stamp)* *(signature of the representative)*

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The Contracting Authority's note: Form must be completed and attached to the bid, regardless the fact whether you submit the bid individually, as a joint bid as a consortium or with a joint bid with subcontractors.

FORM 2.1

GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

Details about the group leader in a joint bid:

Name of the Bidder:	
Address of the Bidder:	
Legal representative of the Bidder:	
Contact person:	
E-mail of the contact person:	
Telephone number:	
Fax number:	
Website:	
VAT identification number:	
Bank account and the name of the bank:	
Person responsible for signing the contract:	

On the basis of a public tender **» HPC platform for deep learning and artificial intelligence «** published on the Public Procurement Portal, on _____ under publication number _____ we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.
Contract partners in a joint bid and description of work:

No.	Name of the partner	Description of the work	Value	Share in %
The group leader in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				

The Bidder:

---------- _____

(place, date) *(stamp)* *(signature of the representative)*

The Contracting Authority's note: Form must be completed and attached to the bid, only if you submit joint bid as a consortium

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FORM 3

ACTING WITH SUBCONTRACTORS OR WITHOUT SUBCONTRACTORS

Acting as a Bidder, we are submitting the bid:

☐ a) individually, without Subcontractors

☐ b) with the following Subcontractors:

No.	Subcontractors
1.	
2.	
3.	
4.	
5.	

The Bidder shall complete the table »Part of the execution of the contract, which will be performed by a Subcontractor« for each Subcontractor as many times as different parts of the execution of the contract will be taken by each Subcontractor.

Part of the execution of the contract that will be performed by a Subcontractor:

Subcontractor	
Description of work	
Quantity	
Value	
Place	
Time of completion	

The Bidder:

---------- _____

(place, date) *(stamp)* *(signature of the representative)*

The Contracting Authority's note: Form must be completed and attached to the bid, regardless the fact whether you submit the bid individually or with a joint bid with Subcontractors

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FORM 3.1

THE SUBCONTRACTOR'S AUTHORISATION RELATING TO DIRECT PAYMENTS MADE BY THE CONTRACTING AUTHORITY TO THE SUBCONTRACTOR(S) AND CONSENT

Name of the Subcontractor:	
Address of the Subcontractor:	
Municipalıty of the Subcontractor:	
Legal representative of the Subcontractor:	
VAT identification number:	

In accordance with paragraph 5 of Article 94 of PPA-3 we declare (tick):

☐ YES, we authorise the Contracting Authority to make direct payments;

☐ NO, we do not require direct payments by the Contracting Authority

Subcontractors who authorize the Contracting Authority to make direct payments and above tick YES, by signing this statement give consent to the Contracting Authority to pay the Subcontractors' claims against the Bidder.

If the Bidder will carry out the contract with Subcontractors, it must provide a list of all the Subcontractors and the type of work that the Subcontractors will be undertaking, contact information and legal representatives of the Subcontractors and complete a Declaration of compliance with the conditions (FORM 4.1) of Subcontractors in accordance with 79. Article of PPA-3 and accompanied by a request for direct payment of the Subcontractor if requested by the Subcontractor.

for the Economic Operator for each Subcontractor

The Subcontractor:

---------- _____

(place, date) *(stamp)* *(signature of the representative)*

The Contracting Authority's note: Form must be completed and attached to the bid, for each Subcontractor.
The Bidder, who does not act with Subcontractors, does not need to submit this form.

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6. FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER

- FORM 4.1 – Declaration of compliance with the conditions for the Economic Operator
- FORM 4.2 – Statement from the Bidder allowing personal information to be obtained from official records
- FORM 4.3 – Declaration of compliance with the conditions for the pursuit of a professional activity
- FORM 4.4 – Statement of technical suitability

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DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE ECONOMIC OPERATOR

(individual Bidder, contract partner in a joint bid, Subcontractor, entity whose capacity the Bidder intends to use)

Name of the Bidder:	
Address of the Bidder:	
Municipality of the Bidder:	
VAT identification number:	

We make all the statements listed below under criminal and material liability:

1. To our best knowledge the Economic Operator or any individual person, who is a member of its administrative, management or supervisory body of the said Economic Operator, or is authorised to represent it, decide on its behalf or supervise it, has not been issued a final judgement with the elements of the following criminal offences, as indicated in the first paragraph of Article 75 of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos.91/15, 14/18 and 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS in 28/23); hereinafter PPA-3).
2. On the deadline for the submission of bids we are not excluded from the public award procedures due to being included in the record of entities with negative references, as defined in by item a) of the fourth paragraph of Article 75 of the PPA-3.
3. To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
4. In the last three years prior to the expiry of the deadline for submitting the bids, we have not been fined twice for an offence related to the payment for work, about working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.
5. We are not related to the official and to our knowledge we are not related to the official's family member in the manner specified in the first paragraph of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, No. 69/11 - official consolidated text and 158/20, 3/22 – ZDeb in 16/23 – ZZPri); ZIntPK.
6. Our offer fulfills all the requirements from the estimate and the Instructions to economic entities for the preparation of an offer in the subject public procurement.
7. At the client's request, we will submit all the necessary evidence that demonstrates the fulfillment of the required conditions, possibly the necessary authorizations to verify the fulfillment of the required conditions or data, information on addresses where the fulfillment of the conditions can be verified, or everything necessary for the review and verification of the offer.
8. The data and documents provided in the offer are true and that the electronic versions in the e-JN system of the attached documents correspond to the original and that we assume full responsibility for the data provided, their veracity and the adequacy of the documents.
9. Upon possible selection for the execution of the public contract in question, we will forward to the client, at his request, information about its founders, partners, shareholders, limited partners or other owners and information about the ownership shares of the aforementioned persons, economic entities for which, according to the provisions of the law governing economic companies, considered to be companies related to us.
10. Pursuant to Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229,

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31.7.2014, p. 1), as last amended by Council Regulation (EU) 2024/745 of 23 February 2024 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 2024/745 of 23.2.2024) as a tenderer we are not:

– a Russian citizen or a natural or legal person, entity or body established in Russia,

– a legal person, entity or body, more than 50% of whose shares are directly or indirectly owned by an entity referred to in the previous indent, or

– a natural or legal person, entity or body acting on behalf of or at the direction of the entities referred to in the previous two indents.

We do not cooperate with a subcontractor who meets the conditions referred to in the previous indents, if the share of the work undertaken represents more than 10% of the value of the contract in question.

and are giving the following

CONSENT

The undersigned agrees that the University of Maribor, Faculty for Electrical, Engineering and Computer Science, Koroska cesta 46, 2000 Maribor may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the **HPC platform for deep learning and artificial intelligence**.

The Bidder:

(place, date)	*(stamp)*	*(signature of the representative)*

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STATEMENT FROM THE BIDDER ALLOWING PERSONAL INFORMATION TO BE OBTAINED FROM OFFICIAL RECORDS

Name of the Bidder:	
Address of the Bidder:	
Municipality of the Bidder:	
VAT identification number:	

We hereby authorise the **University of Maribor, Faculty for Electrical, Engineering and Computer Science,** Koroska cesta 46, 2000 Maribor to obtain a statement from the Ministry of Justice relating to the criminal-record data on natural persons for the purpose of checking the fulfilment of the requirements of the public tender for the **» HPC platform for deep learning and artificial intelligence «**, published on the Public Procurement Portal, on _____, under publication number _____ for all natural persons, authorized as legal representatives:

a)

Name and surname:	
Date of birth:	
Place of birth:	
Municipality of birth:	
Country of birth:	
Permanent/temporary address:	
Signature	

b)

Name and surname:	
Date of birth:	
Place of birth:	
Municipality of birth:	
Country of birth:	
Permanent/temporary address:	
Signature	

Under criminal and material accountability, we declare that the above information is true and correct. If the Contracting Authority has reasonable suspicion, that the Bidder, irrespectively of the classification of its bid, submitted false declarations or documents, the Contracting Authority will submit to the National Review Commission a proposal for infringement proceedings from 112 Article of the PPA-3
This statement is an integral part of, and an annex to, the Bidder's application relating to the public tender published on the Public Procurement Portal.

The Bidder:

---------- *(place, date)* *(stamp)* ---------- *(signature of the representative)*

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DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE PURSUIT OF A PROFESSIONAL ACTIVITY

Name of the Bidder:	
Address of the Bidder:	
Municipality of the Bidder:	
VAT identification number:	

The Bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the Economic Operator is established.

We make all the statements listed below under criminal and material liability:

- we are registered in one of the professional or trade registers *(tick with X and complete*):
  - ☐ the professional registers (register name: **)**
  - ☐ the trade registers (register name: **)**,

  that are kept in the Member State in which we are established.
- we have a valid registration and all the necessary licences issued by the competent authorities for performing the activity that is the subject matter hereof OR we are member of the organisation: **.**

The Bidder:

---------- ---------- ----------

(place, date) *(stamp)* *(signature of the representative)*

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FORM 4.4

STATEMENT OF TECHNICAL SUITABILITY

We hereby declare that we can provide the equipment with the required technical suitability in line with all the technical requirements of the description of the equipment from the document 1_NMV_2025_ Technical specifications included in the tender documentation.

REQUIREMENTS:

- Documentation and manuals will be provided, including the maintainance documentation to achieve all technical characteristics.
- The price includes delivery charges.
- Warranty: as stated in the technical specifications

This statement is an integral part of, and an annex to, the application to the public tender for the supply of **» HPC platform for deep learning and artificial intelligence «**.

The Bidder:

---------- ---------- ----------

(place, date) *(stamp)* *(signature of the representative)*

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7. SAMPLE CONTRACT

UNIVERSITY OF MARIBOR,
FACULTY FOR ELECTRICAL ENGINEERING AND COMPUTER SCIENCE,
KOROSKA CESTA 46
2000 MARIBOR
Slovenia
VAT-ID: SI71674705

represented by the dean, prof. dr. Gorazd Štumberger, henceforth referred to as “the Client”,
and

,(company name)
, (address)
,

VAT-ID:

represented by the director (henceforth referred to as “the Supplier”)

have agreed on the following

C O N T R A C T

Article 1
SUBJECT OF THE CONTRACT

The contracting parties have established that, in line with the Public Procurement Act, the Client awarded the contract as the most cost-effective Bidder with regard to the realisation of the supply requirement expressed in the public tender published on the Public Procurement Portal of the Republic of Slovenia under the reference number _____.

With this contract the Client and the Supplier agree on their mutual rights and obligations, necessary for the smooth operation of purchasing and selling the following device:

HPC platform for deep learning and artificial intelligence

specified, in detail, in the Quotation/pro-forma invoice with the ref. number ……..... as of ……..... that is an integral part of this contract.

Article 2
VALUE OF THE CONTRACT

The value of the above equipment is …….. . The price does not include the VAT.

Article 3
DELIVERY TERMS

The delivery period for the equipment that is the subject of this contract is ……..... after the date of the contract.

The Supplier shall provide, transportation including transport insurance of the equipment to the Client’s address. The costs for transportation including insurance is included in the price as set out in article 2 of this agreement. The Supplier shall notify the Client of the intended delivery by fax, e-mail, in writing or by telephone, at least 3 working days prior to the delivery.

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The Client shall sign the handover note after the establishing that the equipment has been correctly delivered.

The Supplier will engage a transport company to send the equipment to the Client. If the Client finds that the work is carried out by the Subcontractor not listed in the tender, he is entitled to cancel the contract. The Supplier reserves the right to verify, at any time, the Subcontractor employees performing work. All employees are required to give credible information.

Article 4
PAYMENT TERMS

The Client is obliged to pay an invoice for the goods, i.e., the equipment, within 30 days of the correct issuing of the invoice.

The contracting parties agree that, in the case of a late payment, the Client has to pay the default interest.

Article 5
ACCEPTANCE

The acceptance shall be performed on the basis of the Final Acceptance Certificate (APPENDIX 1), signed by the authorised representatives of both contracting parties, upon the proper delivery of the equipment of adequate quality and quantity.

The Supplier will submit to the Client the following documentation:

- Invoice
- Delivery note (with an exact list of delivered parts, data about the gross and net weight)
- Technical documentation and instructions for use
- Handover note – final acceptance certificate

The documentation must be in Slovene or English.

Article 6
SUPPLIER GUARANTEES AND LIABILITY

The responsibility for keeping the equipment undamaged is transferred from the Supplier to the Client once the equipment is delivered to the Client.

As far as permitted by law, neither a warranty nor a guarantee for any defects in the equipment is given by the Supplier.

Except to the extent prohibited by the applicable law, the Supplier is not liable for any damages or loss resulting from the equipment.

This Clause shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the contract, except to the extent such conflicting or inconsistent provisions further restrict Supplier's liability.

Article 7
ANTI-CORRUPTION CLAUSE

If it is found that, during the execution of the public tendering, on the basis of which this contract has been made, or during the execution of this contract, anyone acting in the name of – or on the account of – the

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Supplier, has promised, offered or given any undue advantage to the Client (the Contracting Authority), or those employees that had a decisive influence on the choice of the Supplier, in order:

- to win this public contract,
- to conclude this contract under more favourable conditions,
- to omit due diligence in the supervision of the contract implementation,
- to carry out any other act or omission causing damage to the Client or allowing the Client or its employees to obtain an undue advantage,

this contract will be void.
In the case of an alleged existence of the conditions from the first paragraph of this article or from a notification of the Commission for the Prevention of Corruption, or any other responsible body, relating to their alleged existence, the Client shall initiate the proceedings for invalidity of the contract from the first paragraph of this article, or any other measures, in line with the regulations of the Republic of Slovenia.

Article 8
EARLY TERMINATION OF THE CONTRACT

The Client may withdraw from the contract without obligation towards the Supplier, if the Supplier:

- is in substantial breach of any essential obligation of this contract
- increases the prices during the validity of the contract,
- in other cases and in the extent specified in this contract.

However, the Client is only entitled to withdraw from the contract if (1) it provides Supplier with a written notice of default granting Supplier thirty (30) days to remedy its defaults and if (2) Supplier does not remedy the default within such period.
The Supplier has the right to withdraw from this contract in the event of violation of the terms of the contract by the Contracting Authority. In this case, the contract will expire when the Contracting Authority receives a written notice of withdrawal, stating the reason for the assignment by the registered mail.

In the event of withdrawal, the parties shall be obliged to fulfil the obligation so far made as agreed prior to the termination.

Article 9
TERMS FOR TERMINATION OF THE CONTRACT

This contract is concluded under the termination terms that will be met if one of the following circumstances is fulfilled:
if the Contracting Authority is informed that a competent court has established with a final decision that the Suppler or its Subcontractor has infringed applicable obligations in the area of mandatory environmental, social and labour law, or
if the Contracting Authority is informed that the competent state authority established that the Supplier or its Subcontractor has at the time of the contract infringed at least two infringement in relation to:
payment for work,
working hours,
on rest,
the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers and for which an offence has been imposed by a final decision or several final decisions of the competent authority.

If the Client becomes aware of a violation, he must notify the Supplier within ten days. The Supplier may, within the time limit set by the client, which may not be longer than 15 days, submit evidence that he has taken sufficient measures to prove his 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

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submitted evidence for the subcontractor, or if there is evidence, but the Client considers that these measures are insufficient, the Supplier can replace the subcontractor within a period determined by the Client, which may not be longer than 15 days in accordance with Article 94 of this law. or takes over the part he has subcontracted to this subcontractor himself, if this replacement or takeover does not constitute a substantial change to the contract. If the Supplier has not submitted evidence for himself or the subcontractor, or if there is any, the Client assesses that these measures are insufficient, or if the Supplier does not take over the work himself or proposes a new subcontractor, or if the Client, in accordance with Article 94 of this law, timely proposes a new subcontractor refuses, the termination condition is implemented on the condition that there is at least six months between the client's knowledge of the breach and the expiry of the contract.

If the termination condition is met, the contract is considered to be terminated on the date of conclusion of the new public procurement contract, and the client must start a new public procurement procedure immediately, but no later than within 60 days of becoming aware of the violation. If the Client does not start a new public procurement procedure within this period, the contract is considered to be terminated on the sixtieth day after becoming aware of the violation.

Article 10
DELAY

In case of delay caused by the sole fault of the Supplier, the Supplier is obliged to pay a contractual penalty amounting to 0.5% (half per cent) of the contract value (including VAT) for each day of delay, up to the maximum of 5% (per cent) of the contract value (including VAT).
If a contractual penalty exceeds the limit specified in the preceding paragraph, the Contracting Authority may liquidate the financial collateral for the proper performance of contractual obligations.
In the event that the User has due to the Supplier’s delay any costs or damages that exceed the contractual penalty, the Supplier is obliged to pay in addition to the contractual penalty the difference between the paid contractual penalty and the incurred costs or damages.

The contractual penalty is charged in the payment to the Supplier.

Article 11
FINAL PROVISIONS

The contracting parties shall determine all the amendments to this contract, after a previously reached agreement, with the annexes to this contract.

The contracting parties shall resolve any disagreement relating to the realisation of this contract by common consent.
In the case that the contracting parties cannot settle a dispute by common consent, they shall abide by the decision of the competent court in Ljubljana.

This contract comes into force on the day when it is signed by both contracting parties.

The contract is drawn up in four identical copies so that each contracting party receives two copies.

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CLIENT:

SUPPLIER:

University of Maribor
Faculty for Electrical, Engineering and
Computer Science

Dean:

Director:

Prof. Dr. Gorazd Štumberger

Date:

Date:

We herewith declare that the format of this sample contract is acceptable for the Bidder.

The Bidder:

---------- ---------- ----------

(place, date) *(stamp)* *(signature of the representative)*

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APPENDIX 1: Acceptance certificate for

» HPC platform for deep learning and artificial intelligence«

Name: _____
Address: _____
VAT identification number: _____
Contact person's: _____
Contact person's E-mail address: _____
Person responsible for signing the contract: _____
Contract No.: _____

Following Delivery note No. _____ of _____ herewith we issue :

FINAL ACCEPTANCE CERTIFICATE

* No. _____
place: _____
date: _____

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction

Delivery method: ☒ Supplier ☐ Arrangement: ☐ Other: _____

No.	Findings	YES	NO
1	All the ordered parts or services have been delivered.		
2	The quality of the supplied parts or services complies with all the terms of the purchase agreement.		
3	The required quantity of individual components or services has been supplied.		
4	All the required or necessary documentation is included.		
5	Allthe manuals including the instruction for use are included.		
6	All the other required acceptance tests have been carried out (QA)		
According to the above findings, we confirm acceptance			

Additional comments:

Supplier shall receive a copy of the signed final acceptance certificate.

The Supplier:

University of Maribor, Faculty for Electrical, Engineering and Computer Science

_____
(name and surname of the supplie's representativer)

_____
(name and surname of the responsible for the equipment)

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APPENDIX 2: A STATEMENT WITH DETAILS ABOUT THE NATURAL AND LEGAL ENTITIES OWNED BY THE BIDDER, including the silent partners and business entities that are considered to be associated with the Bidder in line with the provisions of the law governing companies

Details obout the Contracting Authority/the tender

The Contracting Authority	University of Maribor, Faculty for Electrical, Engineering and Computer Science, Koroska cesta 46, 2000 Maribor
The code of the tender	
Subject of the tender	**HPC platform for deep learning and artificial intelligence**

Details obout the Bidder

Name of the Bidder:	
VAT identification number:	
Legal representative of the Bidder:	

For the purpose of the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Repuclic of Slovenia, No. 69/11), to ensure the transparency of the business and to mitigate corruption risks when concluding legal transactions in the capacity of the Bidder's representative in the process of awarding public contract, I hereby confirm

1.1. that are in the bidder's ownership participated following natural persons, including dormant partners:

No.	Name and surname	Permanent address	Share of ownership in %
1			
2			
3			
…			

1.2. that are in the bidder's ownership participated following legal persons, including dormant partners:

No.	Name and registered office of the legal person	VAT identification number	Share of ownership in %
1			
2			
3			
…			

the legal person being owned by the following natural persons:

No.	Name and surname	Permanent address	Share of ownership in %
1			
2			
3			
…			

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1.3. that are in according of the Companies Act associated companies with the Bidder following economic operators:

No.	Name and registered office of the economic operator	VAT identification number
1		
2		
3		
…		

is in mutual relationsjip with the following legal person:

No.	Name and registered office of the legal person	Vat identification number	Associated as follows
1			
2			
3			
…			

I hereby declare that, in the capacity of a natural person - participant in the Bidder's ownership, I stated:

- any natural person who owns through direct or indirect ownership at least 5% of shares or participates in the management rights, management or capital of the legal person with more than a 5% share or has the controlling position in the management of the legal person's funds;
- any natural person who indirectly provides or is providing funds to a legal person and is on such grounds given the possibility of exercising control, guiding or otherwise substantially influencing the decisions of the management or other administrative body of the legal person concerning financing and business operations.

By signing this statement, I hereby guarantee that there are no other natural or legal persons, dormant partners and companies, considered to be related companies pursuant to the provisions of the law regulating companies, in the entire ownership structure.

My signature on this statement warrants that the data provided are true and accurate and I am aware that the contract/the tender/the framework agreement shall be considered null and void, should my statement be false or data untrue. I undertake to inform the Contracting Authority of any changes to the data submitted.

Name and surname of the legal representative:

---------- (stamp) ----------

(place, date) *(signature of the legal representative)*

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