TERMOELEKTRARNA ŠOŠTANJ

DOCUMENTATION RELATING TO THE AWARD OF PUBLIC CONTRACT

COOLING WATER TREATMENT CHEMICAL

Number: 40 01-237/2025

Šoštanj, May 2025

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1. CONTRACTING AUTHORITY

This call for tenders is being launched by Termoelektrarna Šoštanj, d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj (hereinafter: the Contracting authority).

The Contracting authority invites all parties interested to submit their tenders in line with the requirements specified in the documentation relating to the award of public contract (hereinafter: the Documentation).

2. ID SIGN AND SUBJECT OF PUBLIC CONTRACT

ID sign of the documentation relating to the award of public contract: 40 01-237/2025
Subject: Cooling water treatment chemical

Detailed specification is available in the technical part of documentation.

3. METHOD OF CONTRACT AWARD

In accordance with Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia No. 91/15, as amended; hereinafter referred to as: ZJN-3) this public contract award procedure shall be conducted as a low-value contract procedure.

The agreement shall be concluded for a period of two (2) years.

In this procedure, the Contracting authority may decide to rank the tenders according to the criteria and verify whether they meet their requirements regarding the subject of the contract before verifying the absence of grounds for exclusion in respect of the most successful tenderer and the fulfilment of the selection criteria by this tenderer. Where the Contracting authority assesses that the subject of a tender does not comply with its requirements, it is not obliged to verify whether grounds for exclusion apply in respect of the tenderer which has submitted such a tender or whether the tenderer fulfils the selection criteria.

Based on the conditions and criteria specified in this Documentation, the Contracting authority shall select the tenderer with whom they shall conclude the agreement.

The Contracting authority has prepared the documentation relating to the award of public contract in Slovenian and English. In the event of discrepancies, the Slovenian version shall prevail.

4. DEADLINES AND METHODS OF SUBMITTING TENDERS

Tenderers must submit their tenders to the e-JN information system at https://ejn.gov.si/eJN2 in accordance with point 3 of the document Instructions for using the e-JN system, for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter referred to as Instructions for using the e-JN system) which is part of this tender documentation and published at https://ejn.gov.si/eJN2.

In accordance with the Instructions for using the e-JN system, the tenderer must create a user account at https://ejn.gov.si/eJN2. If the tenderer already has a user account in the information system e-JN, they may log into the application using the same address.

At the time of submitting their application, the tenderer shall indicate **their e-mail address** via which they shall receive the e-JN information system notifications.

The tenderer's user authorised to submit tenders in the e-JN information system shall submit the tender by clicking "Submit". When the tender is submitted, the e-JN information system records the user's identity and the time of submission of the tender. By submitting the tender, the user demonstrates and declares the intent to submit a binding tender on behalf of the tenderer (Article 18 of Obligations Code[1]). When submitted, the tender is binding for the time indicated therein, unless the tenderer's user withdraws it or changes it before the deadline for the submission of tenders expires.
The tender shall be considered to have been submitted in time if the Contracting authority receives it through the e-JN system https://ejn.gov.si/eJN2 **no later than on 4th May 2025 by 9.00 AM**. The tender is deemed submitted if it is marked within the e-JN system as "SUBMITTED".

Until the deadline for the submission of tenders expires, the tenderer can withdraw or modify their tender. If the tenderer withdraws their tender in the information system e-JN, the tender will be considered not submitted, and the Contracting authority will also not see it in the e-JN system. If the tenderer modifies their tender in the information system e-JN, the contracting entity will see the latest version of the submitted tender in the system.

After the deadline for the submission of tenders, it is no longer possible to submit a tender.

The access to the link for submitting an electronic tender in the framework of this public contract award procedure is available at: https://ejn.gov.si/.

5. TIME AND PLACE OF OPENING TENDERS

Opening of the tenders will take place automatically in the e-JN information system on **4th May 2025 at 12.00 AM (noon)** at the following online address: https://ejn.gov.si/eJN2.

The opening of the tenders takes place in such a manner that, at the time determined for the opening of the tenders to take place, the e-JN information system automatically displays the tenderer's details as well as the different versions of the tender if the Contracting authority had requested or allowed them, and allows access to the PDF document which the tenderer has uploaded to the e-JN system under section "Predračun" ("Proforma Invoice"). Public opening of tenders shall automatically end in accordance with the e-JN system.

6. NEGOTIATIONS

The Contracting authority shall carry out negotiations with the tenderer(s) in accordance with Article 47(2) of ZJN-3.

The tenderer shall be notified of the negotiations by receiving an invitation to negotiate via the e-JN system.

The Contracting authority shall only negotiate about the tender price. The negotiations will take place with the aim to lower the tender price. Should a tenderer increase their tender price, this will result in them being excluded from further participation in the public contract award procedure.

After the tenders have been submitted, the Contracting authority shall estimate, given the circumstances, how many rounds of negotiations it is sensible to organise. Before the last or the only round of negotiations regarding the tender price the tenderers will be notified this is going to be the last or the only round of negotiations. The Contracting authority will make a final ranking of the tenderers on the basis of the final tender prices after negotiations.

[1] *Obligations code (Official Gazette of the Republic of Slovenia No. 97/07 – official consolidated text, 64/16 – Dec. of the Constitutional Court and 20/18 – OROZ631)*

In the event that a tenderer does not submit a tender in a particular round of negotiations via the e-JN system, its last tender submitted via the e-JN system will be considered as a valid tender.

7. FUNDAMENTAL RULES REGARDING THE ACCESS, NOTIFICATIONS AND CLARIFICATIONS IN RELATION TO THE DOCUMENTATION RELATING TO THE AWARD OF PUBLIC CONTRACT

7.1 ACCESS TO THE DOCUMENTATION RELATING TO THE AWARD OF PUBLIC CONTRACT

The documentation relating to the award of public contract is available on the public procurement portal (hereinafter referred to as: public procurement portal or PJN).

7.2 NOTIFICATIONS AND CLARIFICATIONS IN RELATION TO THE DOCUMENTATION RELATING TO THE AWARD OF PUBLIC CONTRACT

The communication with tenderers regarding any questions they might have in relation to the content of the public contract and in relation to the preparation of their tender will take place exclusively via the public procurement portal.

The Contracting authority shall consider any request for clarification regarding the documentation or any other issue in relation to the public contract as received in time if any such questions will be raised within the given deadline, i.e., no later than 6 days before the deadline for the submission of tenders expires. The Contracting authority shall not respond to requests or other questions raised in relation to the public contract submitted after the deadline indicated in the preceding sentence.

In accordance with Article 67 of the Public Procurement Act the Contracting authority may change or amend the documentation relating to the award of public contract. Any such changes or amendments will be issued in the form of addenda to the documentation. Any such addendum shall form an integral part of documentation. Question and answers published on the public procurement portal shall also be considered an integral part of the documentation.

As is stipulated under Article 36 of the Public Procurement Act, the public contract award procedure shall be in the Slovene language.

8. QUALITATIVE SELECTION

8.1 QUALITATIVE SELECTION FOR PARTICIPATING IN THE PUBLIC CONTRACT AWARD PROCEDURE AND MEANS OF PROOF/SUPPORTING DOCUMENTS

The tenderer must prove that they meet all the conditions listed hereunder. The economic operator must agree in full with all the terms and conditions stated in the documentation relating to the award of public contract as well as with appendices and attachments to the documentation relating to the award of public contract, and amendments thereto, which were made as a result of questions raised and answers provided on the public procurement portal.

Should the Contracting authority have any doubts as to the accuracy of the statements provided by the tenderer, they may, before awarding the public contract to the selected tenderer, require from them means of proof (certificates, statements) as evidence for the absence of grounds for exclusion referred to under Section 8.1.1 hereof and for the fulfilment of the selection criteria in accordance with Sections 8.1.2 to 8.1.3 hereof.

The tenderer may also submit the means of proof evidencing the absence of grounds for exclusion referred to under Section 8.1.1 hereof and the fulfilment of the selection criteria in accordance with Sections 8.1.2 to 8.1.3 hereof at their own initiative. The Contracting authority reserves the right to verify the reliability of the submitted means of proof with the signatory of such means of proof.

If the tenderer does not have their registered office in the Republic of Slovenia and is not able to obtain and submit the required documents because the country/state where the tenderer's registered office is, provides no such documents, the latter may be replaced with an affidavit. However, if no such affidavit is envisaged in the country/state where the tenderer's registered office is, it may be replaced with a statement of a certain person made before a competent court or administrative authority, notary public or a competent professional or commercial organisation in the place of incorporation of such a person or in a country/state where the tenderer's registered office is.

In case of joint tenders and tenders with subcontractors Sections 10.3.1 (Joint tender) and 10.3.2 (Tender involving subcontractors) hereof shall be taken into account.

The following economic operators must prove the absence of grounds for exclusion:
- tenderer;
- all partners taking part in the joint tender;
- all subcontractors;
- all entities whose capacities are being used.

Each of the listed economic operators must submit their own form – Statement (Appendix No. 2).

The Contracting authority hereby warns that in line with Article 75(6) of the Public Procurement Act they may exclude an economic operator from the relevant public contract award procedure in other situations regardless of whether such exclusion was provided for in the documentation relating to the award of public contract or not.

8.1.1 Grounds for exclusion

1. On the date of expiry of the time limit for the submission of tenders, the economic operator shall not be entered in the register of economic operators on whom side sanctions of exclusion from public contract award procedures have been imposed in accordance with point a) of Article 75(4) of the Public Procurement Act.

2. Where the economic operator is the subject of insolvency or compulsory winding-up proceedings, where its assets or operations are being administered by a liquidator or by the court, where its business activities are suspended, or where, in accordance with the regulations of another country, it is the subject of proceedings or is in an analogous situation having the same legal effect.

MEANS OF PROOF *(for tenderer, co-tenderer, subcontractor and all entities whose capacities are being used):*
- Statement – Appendix No. 2.

8.1.2 Conditions for participation in terms of economic and financial situation

1. The tenderer (and co-tenderer in case of joint tender) must demonstrate that in the last 6 months preceding the deadline for submission receipt of tenders their accounts were not frozen for more than ten (10) business days in total.

MEANS OF PROOF *(for the tenderer and co-tenderer):*
- Statement – Appendix No. 2.

Should there be any doubts as to the accuracy of the tenderer's statements, the Contracting authority reserves the right to verify the existence and content of the assertions made in the tender.

8.1.3 Conditions for participation in terms of technical and professional capacity

The tenderer shall be capable and qualified to provide the supply of goods from the documentation relating to the award of public contract (detailed technical conditions are listed in the technical part of

this documentation) under applicable standards, technical regulations and legislation, with appropriately qualified personnel and within the proposed delivery time limit which they shall demonstrate with means of proof and adequate reference.

MEANS OF PROOF *(for the tenderer and/or co-tenderer)*:
- Statement – Appendix No. 2.
- Statement of professionally qualified personnel – Appendix No. 6.
- Tenderer's references – Appendix No. 7.
- Reference certificate – Appendix No. 7a.
- Other supporting documents from the technical part of the documentation relating to the award of public contract (point 5).

9. PUBLIC CONTRACT AWARD CRITERION

After they had opened tenders, the Contracting authority shall review them and determine their compliance with the requirements comprised herein. The Contracting authority may require additional clarifications or means of proof from the tenderer which they need in order to assess the tenders.

The Contracting authority shall award the contract on the basis of the most economically advantageous tender, i.e., on the basis of the criterion and in line with the procedure as is described under this point.

The tenderer with an admissible tender attaining the highest number of points will be selected the most favourable tenderer.
The highest number of points is 100.

The Contracting authority shall round the number of points attained by individual tenderer in relation to the tender price criterion to two decimals.

It is possible to attain points for one item of the criterion only.

Tender price	**Awarding points**
- Lowest tender price	60 points
- Other tender prices shall be evaluated linearly based on the following equation: $\text{Number of points for the tender price} = \frac{\text{lowest tender price}}{\text{tenderer's price}} \times 60$	
Degree of corrosion on material (Fe)	**Awarding points**
- Measurement in the case of on-line metering device	15 points
Content of the active component in the offered preparation	**Awarding points**
- Content content/concentration of the active component of the offered product in the cooling system (HS)	20 points
Returnable packaging	**Awarding points**
- The tenderer uses returnable packaging and undertakes to collect from the customer all empty packaging in which the preparation is delivered ("return packaging")	5 points

If two or more admissible tenders have the same number of points after the last round of negotiations, the Contracting authority shall select the tender which was submitted earlier via the e-JN system.

10. TENDER

10.1 TENDER DOCUMENTATION

The tender documentation consists of documents listed under Section 15 of this documentation and supporting documents (means of proof) listed under Section 8 of this documentation and the documents required in Section 5 of the technical part of the documentation.

At the time of submission of the tender, the Contracting authority may, instead of certificates issued by the public authorities or third parties, also accept the Statement of the tenderer which comprises the tenderer's own declaration of them not being in a position that would make them excluded from further participation in the public contract award procedure and of fulfilling the required selection criteria, while at the same time providing relevant information required by the Contracting authority.

At any time during the public contract award procedure, the Contracting authority may request from the tenderers to submit all supporting documents or a part thereof in relation to the assertions in the statements which are not available from public records.

A tenderer submitting an electronic tender declares, under material and criminal liability, that all information and documents provided in the tender are true. Otherwise, the tenderer is liable for all the damage caused to the Contracting authority.

10.2 DRAWING UP THE TENDER

10.2.1 Supporting documents evidencing the fulfilment of technical requirements from the documentation

The subject of the tender must meet at least the minimum technical requirements listed in the technical part of this documentation.

10.2.2 Proforma Invoice form

In proforma invoice the tenderer shall offer the item by taking into account the technical requirements from this documentation.

Apart from the proforma invoice, the tenderer shall also submit the Specification of goods. The total tender price stated in the proforma invoice shall be rounded to two decimals. The price rounded to two decimals shall be evident from both the proforma invoice form in a PDF format and from the Specification of goods form.

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

Should the Contracting authority notice any manifest calculation errors while assessing the tenders, they shall act in line with Article 89(7) of ZJN-3.
The tenderer shall upload the proforma invoice in the e-JN system under the tab "Predračun" ("Proforma Invoice") in a PDF format.

In the event of discrepancies between the content of the specification of goods and the content of the proforma invoice the former shall prevail.

10.3 OTHER PROVISIONS FOR THE PREPARATION OF THE TENDER

10.3.1 Joint tender

In accordance with Article 10(3) of the Public Procurement Act, groups of economic operators, including temporary associations, may participate in public contract award procedures. They shall not be required to have a specific legal form.

If a group of economic operators submits a joint tender, they shall also submit a legal act on the joint implementation of the contract. The legal act on the joint implementation of the contract shall specify the tasks and responsibilities of individual contactors involved in the implementation of the contract, and the following shall proceed therefrom:

- appointment of the lead partner in the implementation of the contract;
- power of attorney vested in the lead partner for the signing of the tender and the agreement;
- statement that all tenderers involved in the tender have been acquainted with the instructions to the tenderers for formulating the tenders as well as with the tender specifications and award criterion, and have agreed in full thereto;
- they have been acquainted with the payment conditions from the documentation relating to the award of public contract with all payments being made via the main contractor;
- that they shall be liable to the Contracting authority jointly and severally;
- in the event of bankruptcy of one of the partners to the consortium or of corporate changes, a partner may be replaced with a new partner under the condition the new partner meets the required conditions;
- the scope of the transaction (an exact indication of the type and scope of services to be performed/goods to be supplied by individual contractor, and their responsibilities); and
- appointment of responsible persons who shall be responsible for the implementation of the relevant contract.

Each tenderer involved in a joint tender shall on their own demonstrate the absence of grounds for exclusion under ZJN-3.

If the tender has been submitted by a group of tenderers, the tender shall state the required data on the joint tender stated in the form entitled "Tenderer/co-tenderer details".

The "Proforma Invoice" form shall be submitted by all tenderers participating in the joint tender.

10.3.2 Tender with subcontractors

The tenderer may submit the tender on their own or they may engage subcontractors. A tender involving subcontractors is a tender where, apart from the main contractor, other economic operators are also involved (hereinafter: subcontractors). In accordance with Article 94(1) of ZJN-3 a subcontractor is an economic operator – a legal or natural person –, that supplies goods or services or performs works that are directly linked to the subject of the contract for the tenderer with which the Contracting authority has concluded a contract or a framework agreement under the said Act.
Where a tenderer intends to perform the public contract by using subcontractors, they shall submit the following to their tender:

- a list of all the subcontractors they intend to engage and the parts of the contract which they intend to subcontract;
- contact details and legal representatives of the proposed subcontractors;
- completed statements in respect of these subcontractors in accordance with Article 79 of ZJN-3; and
- a subcontractor's request for direct payment where the subcontractor so requires.

Only where direct payment is requested by a subcontractor, shall direct payment to such a subcontractor be deemed mandatory in accordance with this Act and this obligation shall be binding

on the Contracting authority and the main contractor. Where the tenderer intends to perform a contract by using a subcontractor that requests direct payment, the following shall be required:

- the main contractor shall sign a contract authorising the Contracting authority to make direct payments to the subcontractor based on an invoice or interim statement approved by the main contractor;
- the subcontractor shall submit consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the Contracting authority instead;
- the main contractor's invoice or statement shall be accompanied by the subcontractor's invoices or interim statement previously approved by the main contractor.

While assessing the tender, the Contracting authority reserves the right to verify the existence or non-existence of the subcontractors' request for direct payment; the same applies if a new subcontractor is engaged during the implementation phase of the contract.

In accordance with Article 94(3) of the Public Procurement Act the main contractor shall notify the Contracting authority of any changes to information on subcontractors and shall send information on new subcontractors that they intend to subsequently engage in the implementation of the public contract. They shall do so no later than within five (5) days of hiring a new subcontractor. **Should the Contractor fail to do so, the Contacting Authority has the right to charge them a contractual penalty in the amount of EUR 5,000.00 for the Contractor failing to inform them of any changes of subcontractors.**

Just as with the main contractor, there must also be no grounds for exclusion in relation with any of the appointed subcontractors.

Should there be any grounds for exclusion in relation to any of the subcontractor or should any of the subcontractors fail to meet the adequate conditions for participation stated herein, the Contracting authority shall reject any such subcontractor and request their replacement.
Where a tenderer intends to perform the public contract by using subcontractors, they shall submit the following in their tender:

- List of subcontractors stating the scope of works to be undertaken by each of them and the estimated share of works undertaken by each of them commensurate to the full scope of works.
- Subcontractor details.
- Consent, i.e., an authorisation of the contractor and subcontractor.

The Contracting authority shall file a motion to the National Review Commission to instigate a minor offence proceedings:

- whenever the Contracting authority has reason to suspect that, in the public contract award procedure, a tenderer has submitted false statements or a forged or altered document as genuine, as is stipulated under Article 89(11) of ZJN-3;
- if the main contractor fails to act in line with Article 94 of ZJN-3.

10.3.3 Variants

Variants are inadmissible.

10.3.4 Language of the tender

The public contract award procedure shall take place in the Slovene language. All documents relating to the tender shall be in a Slovene and/or English language.

All correspondence between the tenderer and the Contracting Authority will be in the Slovene or English language. In case of doubt and dispute, the Slovene language shall prevail.

10.3.5 Validity of the tender

The tender shall remain valid for at least 180 days as of the date on which the deadline for the submission of the tender expires.

The Contracting authority and tenderers agree that under exceptional circumstances, provided the Contracting authority so requires, the tenderers will extend the validity of the tender for an additional period of time determined by the Contracting authority.

10.3.6 Cost of the tender

All cost related to the preparation and submission of the tender shall be borne by the tenderer.

10.3.7 Anti-corruption provision and condition subsequent

In the public contract award procedure, the Contracting authority and tenderers may not start or perform any actions that would determine the selection of a particular tender in advance or would result in the contract not entering into force or not being performed.

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

The agreement shall be concluded under the condition subsequent which shall be fulfilled if one of the following conditions is met:

- if the Contracting authority has knowledge that the court has, through a final decision, established that the selected tenderer or subcontractors had violated labour, environmental or social legislation; or
- if the Contracting authority has knowledge that during the implementation of the agreement the competent state body established that the selected tenderer or subcontractor committed at least two breaches in relation to:
    - payment for the work performed,
    - working hours,
    - breaks,
    - performance of work under civil law contracts notwithstanding the existence of elements of employment relationship; or
    - concerning illegal employment,

  for which they have been fined by one or more final decisions.

If the Contracting authority becomes aware of the breach, they shall inform thereof the contractor within ten days.

The Contractor may, within the time limit specified by the Contracting authority, which shall not exceed fifteen (15) days, submit evidence demonstrating that they have adopted sufficient measures to prove their reliability despite pending breaches. If it was the subcontractor who committed the breach, the selected tenderer may within the same time limit submit evidence demonstrating that the subcontractor has adopted sufficient measures to prove their reliability despite pending breaches. Should the selected tenderer fail to submit the supporting documents for the subcontractor or if they do submit them but the Contracting authority estimates the measures are insufficient, the selected tenderer may replace the subcontractor within the time limit determined by the Contracting authority, which, as is stipulated under Article 94 of ZJN-3, shall not exceed 15 (fifteen) days, or take over the part which they subcontracted to this subcontractor, provided such a replacement or take-over does not constitute a material change of the agreement. If the selected tenderer fails to submit supporting documents for themselves or their subcontractor, or if they do submit them, but the Contracting authority estimates the measures are insufficient, or if the selected tenderer does not take over the works themselves or propose a new subcontractor or if in accordance with Article 94 of ZJN-3 the Contracting authority rejects the new subcontractor that the tenderer proposed in due time, the condition subsequent shall be fulfilled under the condition that at least six months remain from the date on which the Contracting authority gets acquainted with the breach to the date of expiry of the agreement. Notwithstanding the preceding sentence, the public procurement agreement shall not be terminated if the termination of the same would cause the Contracting authority disproportionate

costs or substantial difficulties for the smooth execution of the works or disproportionate delays, and provided that the Contracting authority informs the selected tenderer that the agreement is not to be terminated no later than 20 days after becoming aware of the breach.

In the event that the condition subsequent is fulfilled, the agreement with the selected tenderer shall be deemed rescinded on the date when a new public procurement agreement for the relevant contract is concluded. The Contracting authority shall inform the selected tenderer of the date of conclusion of the new agreement.

If the Contracting authority fails to start a new public contract award procedure within 60 days of the breach, the agreement shall be deemed rescinded sixty days after taking notice of the breach.

11. NOTIFICATION ON THE DECISION ON THE AWARD OF THE CONTRACT

The Contracting authority shall publish a signed decision on the award of the contract on the public procurement portal. Such decision shall be deemed delivered as of the date of its publication on the public procurement portal.

12. WITHDRAWAL FROM THE AWARD OF THE CONTRACT

Based on Article 90(8) of ZJN-3, the Contracting authority may, after having adopted the contract award decision, withdraw from the awarding of the contract before signing the agreement on the grounds that they no longer need or have no funds for the subject of the public contract or that they have reasonable cause to suspect that the contents of the contract were or could be a result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond their control have arisen that have rendered the performance of the contract with the selected tenderer impossible. Should this be the case, the Contracting authority shall inform the tenderers in writing of their decision as well as of the grounds on which they have withdrawn from the awarding of the contract.

13. AGREEMENT

The selected tenderer whose tender will, given the selection criteria, come first and will be admissible in the sense of point 29 of Article 2(1) of ZJN-3, shall be invited to conclude the agreement on the implementation of the public contract. In the event when in the past public contract award procedure, the tenderer failed to respond to the invitation to enter into the agreement or failed to sign the agreement and withdrew from their intent to enter into the agreement, the Contracting authority reserves the right to take account of such past circumstances and consider any such withdrawal a negative reference in the relevant public contract award procedure as well as in any future public contract award procedures to be carried out by them.

Apart from the remedies provided by the law (ZJN-3), the Contracting authority may also demand from the tenderer who has withdrawn from the intent to enter into the agreement, to indemnify them for any additional damage incurred by the Contracting authority as a result of the selected tenderer's actions. If the selected tenderer refuses to sign the agreement, the Contracting authority reserves the right to select the candidate who came second. If this tenderer, too, withdraws from the tender, the Contracting authority may invite the candidate who came next to enter into the agreement and so on and so forth. In any such case, the Contracting authority shall only select the tender of the next tenderer if their tender is admissible and if this is in the interest of the Contracting authority.

After having adopted the contract award decision, the Contracting authority shall sign the agreement with the selected tenderer once the public contract award procedure has been completed by a final decision. The Contracting authority draws the attention of the tenderer to the fact that the agreement will be entered into in the form as proceeds from the sample agreement and in line with this documentation.

The Contracting authority shall enter into the agreement with the selected tenderer only in the event of successfully concluded verification procedures of management bodies, control bodies and owners and provided all conditions from the regulations and acts governing the operations of Contracting authority have been met. If the Contracting authority withdraws from the intent to enter into the agreement, the tenderer shall not be entitled to demand any kind of indemnification or compensation from them in relation thereto.

In accordance with Article 14(6) of the Integrity and prevention of corruption act (Official Gazette of the Republic of Slovenia No. 69/11-UPB2; hereinafter referred to as: ZIntPK) the tenderer shall be obliged, at the request of the Contracting authority, before entering into the agreement, to submit a statement or information on the participation of natural and legal persons in the ownership of the candidate, including the participation of silent partners, as well as on economic operators which are considered to be associated companies to the candidate under the provisions of the Companies Act. If it is established that the selected tenderer submitted a false statement or that the information contained in the statement was untrue, this shall lead to a nullity of the agreement.

Before signing, the agreement will be adjusted in terms of substance to take account of a potential joint tender, tender with subcontractors and alike.

Owing to potential unforeseen circumstances (e.g., proven difficulties/delays in transporting, supplying the materials required for the goods and thereto related disturbances of production or limited production etc. through no fault of the tenderer) the delivery of the goods may be rescheduled or postponed for as long as such unforeseen circumstances lasted. This, however, shall not affect the change of obligations the tenderer has under the agreement or the value of the agreement.

The Contracting authority reserves the right to extend the deadline for the supply of goods if for reasons attributable to the Contracting authority there is a delay, a suspension of the supply of goods, if the Contracting authority orders additional goods or demands that the supply be carried out in a significantly different manner affecting the critical channels in the supply of goods - for as much time as is necessary for the goods to be supplied.

If the selected tenderer fails to supply the goods within the agreed time limit, the Contracting authority may for reason of coverage engage another supplier and demand from the selected tenderer the difference between the purchase price determined in the agreement and the purchase price paid for the coverage purchase.

The Contracting authority reserves the right to:

- increase the scope of contractual supply (e.g., they order additional goods) according to the Contracting authority’s actual needs during the implementation of the agreement;
- reduce the scope of contractual supplies should the Contracting authority's needs for goods decrease during the implementation of the agreement.

The tenderer is aware of and agrees that owing to the aforementioned reservation they cannot reasonably expect to have any profit and that they have no rights whatsoever in respect of loss of income or loss of profit resulting from the loss of positive contractual interest or alike in the event the volume of the ordered implementation of services is lower than envisaged owing to the Contracting authority's reduced needs. The envisaged volume may also deviate from the estimates owing to the circumstances which the Contracting authority is unable to foresee.

By submitting the tender, the tenderer consents with the Contracting authority’s reservations set out in the documentation relating to the award of public contract, so the Contracting authority may, if applicable, implement them unilaterally according to their needs.

The selected tenderer shall be obliged to return the signed agreement no later than within seven (7) days of having it received for signature. Otherwise, the Contracting authority may assume the

tenderer has withdrawn from their intent to enter into the agreement. Should this not be possible for objective reasons, the Contracting authority may extend the deadline at the tenderer's request. The agreement shall be deemed executed when it is signed by all contracting parties thereto (in case of joint tender this means all partners, too).

14. LEGAL PROTECTION

In accordance with the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia No. 43/2011, as amended; hereinafter referred to as: ZPVPJN) a request for legal protection in public contract award procedure may be filed against any action or measure taken by the Contracting authority during the public contract award procedure unless the act governing the public procurement or ZPVPJN stipulate otherwise.

Before the tenders are submitted, the deadline for filing a review request referring to the content of the publication, invitation to submit a tender or tender documentation is ten (10) working days from the date of the publication of the public procurement notice or from the date of receipt of the invitation to submit a tender. If the Contracting authority changes or amends the particulars in the notice, invitation to tender or documentation relating to the award of public contract, the review request, which refers to the changed, amended or clarified notice, invitation to tender or documentation relating to the award of public contract or to a particular from the original notice, invitation to tender or documentation relating to the award of public contract directly related thereto, may be filed within ten (10) working days from the date of publication of the notice on additional information, information on the procedure pending or corrigendum, provided such notice changes or amends the requirements or the criteria for selection of the most favourable tenderer.

The review request must be substantiated. The review request must be filed via the eRevizija portal.

The applicant shall attach to the review request a receipt demonstrating that they paid the fee from Article 71 of ZPVPJN in the amount of EUR 2,000.00. The fee shall be wired to current account no. SI56 0110 0100 0358 802, held with Banka Slovenije, Slovenska 35, 1505 Ljubljana, Slovenia – implementing the budget of the Republic of Slovenia, ref. no. 11 16110-7111290-XXXXXXLL. The last eight digits represent the number of the publication on the public procurement portal with X signifying the number of the publication of the notice and L signifying the year. If the number of the publication of the notice has less than 6 digits, "0" should be entered in the preceding fields.

15. APPENDICES

Appendix No. 1: Proforma invoice ("Predračun")
Appendix No. 2: Statement
Appendix No. 3: Tenderer/co-tenderer details
Appendix No. 4: Appointment of the person responsible for the preparation of the tender
Appendix No. 5: Statement on the joint tender
Appendix No. 6: Statement of professionally qualified personnel
Appendix No. 7: Tenderer's references
Appendix No. 7a: Reference certificate
Appendix No. 8: List of subcontractors
Appendix No. 8a: Subcontractor details
Appendix No. 9: Consent and authorisation of the contractor and subcontractor
Appendix No. 10: Statement on the participation of natural and legal persons in the ownership of the tenderer
Appendix No. 11: List of all idents

APPENDIX No. 2

STATEMENT

1. We hereby confirm that we fully agree with the terms and conditions stated in the documentation relating to the award of the public contract for the Cooling water treatment chemical, that we have taken them into account in the preparation of our tender and that we will execute the subject of the public contract under the aforementioned terms and conditions. In the event that additional documents and/or information which comprises different terms and conditions are attached to our tender documentation, we hereby declare that the terms and conditions from the Contracting authority's documentation shall apply and that the additional documents and/or information are irrelevant.

2. With this tender we provide the cooling water treatment chemical fully in line with the documentation relating to the award of the public contract from the preceding paragraph.

3. In the event of concluding the agreement, we undertake to supply the cooling water treatment chemical within the agreed deadlines specified in the Contracting authority's conditions.

4. Our tender shall be valid for at least 180 days from the date on which the deadline for the submission of tenders expires and shall remain binding and available to the Contracting authority at any time before the expiry of this deadline. We agree that under exceptional circumstances, provided the Contracting authority so requires, we will extend the validity of the tender for an additional period of time determined by the Contracting authority.

5. The tender is submitted as a whole, together with tender documents, other attached information and statements requested in the documentation relating to the award of the public contract, and shall, together with the decision on the award of the contract and any subsequent tender coordination documentation constitute the basis for the agreement.

6. We have carefully examined the documentation relating to the award of the public contract that was published by the Contracting authority, got acquainted with the restrictions and conditions for the supply of the goods, and took them into consideration in the preparation of our tender.

7. We hereby state that all the data comprised in the tender are true, reliable and correspond to the actual state. Should, during the public contract award procedure, any circumstances arise which could affect the actual state communicated to the Contracting authority, we shall inform them forthwith of any such circumstance.

8. We hereby declare that we meet the requirements under the applicable Slovene legislation for the entire duration of the public contract award procedure for the provision of the cooling water treatment chemical and we agree with the jurisdiction of the Slovene courts in the event of potential disputes.

9. We hereby state that we have sufficient capacities to supply the goods under this public contract. We also state that our financial situation is sufficient to supply the goods under this public contract and that we have the ability to provide the goods under the public contract.

10. We hereby state that we are fully capable of supplying the required quantity of goods and that we will supply it in line with the Contracting authority's needs.

11. We hereby declare that the offered preparation for the chemical treatment of cooling water in the cooling system works in such a way that does not exceed the maximum allowed corrosion for FE < 0.08 mm/year.

12. We declare that the offered preparation for the chemical treatment of cooling water does not contain heavy metals such as zinc, molybdenum, etc.

13. We agree that the Contracting authority is under no obligation to accept any of the tenders received, that the tenderer and all other entities shall bear the cost relating to the preparation and submission of the tender, i.e., all the cost relating to the participation in the public contract award procedure, and that in no event, not even in the event of the Contracting authority's withdrawal from the award of the contract, shall the tenderer or any other economic operator be reimbursed for any of its cost.

14. The tenderer shall ensure that the e-mail address provided by them in the e-JN system is operational and acknowledges the fact that the Contracting authority accepts no responsibility for non-receipt of e-mails sent to the e-mail address provided. The moment an e-mail is sent via the e-JN system or the procurement portal to the e-mail address indicated, the tenderer shall be deemed to have received it.

15. We hereby state that we fully agree with the wording of the draft agreement which is attached hereto.

16. We declare that we fully comply with the selection criteria set out in the documentation relating to the award of public contract.

17. We declare that in relation to us no grounds for exclusion referred to in point 8.1.1 of the documentation relating to the award of public contract exist.

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

Signature of a subcontractor/capacities of other economic operator/co-tenderer in the joint tender, provided the tenderer participates in a joint tender/engages subcontractors or capacities of another economic operator:

Name and surname: _____
Position: _____
Signature: _____
Date: _____

APPENDIX No. 3

TENDERER/CO-TENDERER DETAILS

TENDERER

Company name:	
Company's registered office:	
Legal representative:	
Number of employees:	
Identification/tax number:	
Company registration number:	
Current account number:	
Telephone:	
E-mail:	
Person authorised to negotiate and sign the agreement:	

CO-TENDERER

Co-tenderer's name:	
Company's registered office:	
Legal representative:	

TENDER

Tender number	

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

APPENDIX No. 4

APPOINTMENT OF THE PERSON RESPONSIBLE FOR THE PREPARATION OF THE TENDER

Tenderer .....

hereby appoints

Name and surname	
Position within the company	
Address	
Telephone	
E-mail	

who shall be responsible for the preparation of the tender in line with this documentation relating to the award of public contract and is authorised to represent us in all the matters relating to the tender until the time of the signing of the agreement.

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

APPENDIX No. 5

COMPANY
COMPANY
COMPANY

STATEMENT ON THE JOINT TENDER

As regards the tender relating to the provision of cooling water treatment chemical, we hereby declare:

- that in the implementation of this public contract we participate in a joint tender;
- that under this statement we hereby authorise …… (name, company) as the lead company, i.e.,

  to represent us vis-a-vis the Contracting authority; and
- that we shall be jointly and severally liable to the Contracting authority for the implementation of this public contract.

Lead company …… legal representative

Member…… legal representative

Member…… legal representative

Member…… legal representative

In the case of a joint tender, the Contracting authority will require the selected group of economic operators, after the award of the public contract and before signing the contract, to submit an appropriate act on the joint performance of the contract, which must contain the data and content as set out in point 10.3.1. of the documentation relating to the award of the public contract.

Place and date: .....

Economic operator who authorises the lead partner shall confirm the foregoing by submitting the lead partner's tender via the e-JN system.

APPENDIX No. 6

STATEMENT ON PROFESSIONALLY QUALIFIED PERSONNEL

Tenderer .....

We declare that we have at least one (1) appropriately qualified professional who will be available to the client for:

- Regular periodic visits - at least one (1) visit every 45 days, during which cleaning checks are carried out and the correctness of the equipment, the amount of preparation and the analysed parameters in the cooling water (TEŠ laboratory analytics) are checked.
- At least two (2) inspections following an emergency call-out within 24 hours per year.
- Preparation of a periodical report, at least twice a year.
- Preparation of detailed annual report on the cooling water processing (cumulative, for a period of 12 months).
- Submission of proposals and measures aimed at optimising the process to the Contracting authority.
- Giving expert recommendations and advice to the Contracting authority.

We declare that throughout the entire period of the contract, we will provide a sufficient number of the necessary appropriately qualified personnel for periodic monitoring and reporting on the operation of the condenser to the Contracting Authority and the calculation of the condenser fouling factor measured at the relevant time, in terms of impaired heat transfer, impact on the efficiency of the unit, etc. The calculation is performed on the basis of input parameters provided/ensured by the client, which is performed once every 3 months (i.e. 4 times a year).

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

APPENDIX No. 7

TENDERER'S REFERENCE

Tenderer …… below, we provide at least one (1) reference relating to the implementation of cooling water treatment chemical in comparable cooling systems/comparable cooling system, which included the minimum mandatory/required measurements according to point 3.1 of the technical part of the documentation, in the period of the last five (5) years prior to the deadline for submitting tenders.

The reference must be confirmed by the referring client (see Appendix No. 7a). The contact must also be assigned where the reference can be verified.

The condition must be fulfilled by the tenderer. A group of tenderers can fulfil the stated condition through any member of the joint tender. If the tenderer is using subcontractors, the condition can also be fulfilled by a subcontractor, but only if the subcontractor, through whom the tenderer fulfils the condition, will supply goods or perform services related to fulfilling the condition in this public contract.

Client (name, address)	Description of the reference (performed services)	Year (of performed services)

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

APPENDIX No. 7a

REFERENCE CERTIFICATE

CONTRACTING AUTHORITY (CLIENT):
Company name: ……..
Address: ……..
Company registration number: ……..
Identification/tax number: ……..

We declare that tenderer:
Company name: ……..
Address: ……..
Company registration number: ……..
Identification/tax number: ……..

performed

following services/have following references:
……

……

……

Year of performed services: ……..

We confirm that all contractual obligations were fulfilled with quality and on time.

For further information the contact person is …….

Telephone: ……, E - mail: …….

This statement (certificate) may be used exclusively for the purposes of the public contract award procedure.

Place and date: ....
(signature and stamp of the company)

APPENDIX No. 8
(Please circle as appropriate)

LIST OF SUBCONTRACTORS

The tenderer hereby declares (please circle a) or b) as applicable)

a) that we shall implement the public contract "Cooling water treatment chemical" with the following subcontractors:

Subcontractor	Type of supplies	Value of supplies	Delivery deadline	Share in the total tender value of works

We hereby declare that

- during the implementation of the public contract, we will inform the Contracting authority of any changes to the information referred to in point a) and provide information on any new subcontractors that we subsequently intend to include in the implementation of the contract, no later than five days after the change.

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

b) We hereby declare that no subcontractors are involved

We are aware that if we fail to notify the Contracting authority about all subcontractors, the Contracting authority may terminate the agreement on grounds of fault if they discover at a later stage that we failed to notify the Contracting authority about engaging new subcontractors or about subcontractors, with which at the time of tender submission, the subcontracting relationship had already been in place.

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

APPENDIX No. 8a
(To be completed and attached only if subcontractors are involved)

SUBCONTRACTOR DETAILS

Subject of the tender: Cooling water treatment chemical

SUBCONTRACTOR

Company name:	
Company's registered office:	
Legal representative:	
Authorised representative:	
Number of employees:	
Identification/tax number:	
Company registration number:	
Current account number:	
Telephone:	
E-mail:	

Place and date: ..... The tenderer confirms the foregoing by submitting the tender via the e-JN system.

If there is more than one subcontractor involved, the data should be submitted for each of them separately.

APPENDIX No. 9
(This section shall only be filled out and submitted if the subcontractor requires direct payments)

Contractor: _____ *(Tenderer's name and address)*

Subcontractor: _____ (*Subcontractor's name and address*)

CONSENT AND AUTHORISATION OF THE CONTRACTOR AND SUBCONTRACTOR

For the subject of the public contract "Cooling water treatment chemical" we, the tenderer, **hereby authorise the Contracting authority and declare the following:**

- in the event we are selected as the most advantageous tenderer, we hereby authorise the Contracting authority to make any payments for the work subcontracted directly to subcontractors based on an a preliminarily approved invoice/statement;
- in the event we are selected as the most advantageous tenderer we hereby state to be fully responsible for subcontracted works listed in Appendix No. 8;
- we hereby state to attach to our invoices/statements the invoices/statements of our subcontractors approved beforehand by us.

In our capacity as a subcontractor, we hereby state, that:

- the Contracting authority shall pay our receivables due from the tenderer (i.e., the tenderer who subcontracted works to us), which shall proceed from the work performed under the relevant public contract, directly to our current account, i.e., on the basis of issued invoices approved beforehand by the tenderer; any such statements shall be attached to the invoices issued by the tenderer to the Contracting authority.

The tenderer and subcontractor confirm the foregoing by submitting the Statement – Appendix No. 2. via the e-JN system.

If there is more than one subcontractor involved, the appendix should be completed for each of them separately.

APPENDIX No. 10

STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

As regards the public contract "Cooling water treatment chemical« published on the public procurement portal on _____ under notice number _____ and in accordance with Article 14(6) of ZintPK of the Republic of Slovenia we hereby give the following

STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE ECONOMIC OPERATOR

I, the undersigned legal representative of the economic operator (company name/name of the economic operator, company registration no., address):
_____
_____

Direct and indirect participation in the ownership of the economic operator:

1) Participation of **natural persons**

Name and surname	**Residence address**	**Ownership stake**

2) Participation of **legal persons**[2]

Company name	**Registered office**	**Company registration no.**	**Ownership stake**	**owners of participating interests/shares of the company**

3) Participation of **silent partners in the economic operator or owners of the economic operator**

Firm/name and surname	Registered office/residence address	Company registration no./national ID number	Ownership stake

[2]*For public limited companies only those shareholders shall be stated who, indirectly or directly, hold more than five percent of the company's shares or have more than a five percent share in the company's founders' rights, management or capital.*

4) **Participation of economic operators associated with the economic operator or owners of the economic operator - companies associated to the economic operator and owners of the economic operators** 3

Company name	Registered office	Company registration no.	Ownership stake

I, the economic operator, hereby give my consent for the Contracting authority to submit this statement or data comprised herein to the Commission for the Prevention of Corruption in accordance with article 14(6) of ZintPK. The Contracting authority shall be obliged to protect the information in the statement in accordance with the Personal Data Protection Act.

The economic operator represents and warrants that the data comprised herein is up to date, true and accurate. If the economic operator submits a false statement or provides inaccurate data regarding the facts contained in the statement, this shall lead to a nullity of the contract/agreement.

The economic operator explicitly represents and warrants that they stated all natural persons that, either directly or indirectly, have a participating stake in the ownership of the economic operator.

Name and surname: _____

Position: _____

Signature: _____

Date _____

[3] The definitions of associated companies in Article 527 of the Companies Act (Official Gazette of RS No. 65/2009-ZGD-1-UPB1, as amended) shall apply.

APPENDIX No. 11

LIST OF ALL IDENTS

Tenderer .....

I guarantee that the offered solution for the chemical treatment of cooling system water includes the following individual identities:

No.	IDENT (name, description)	Quantity

Place and date: .....

The tenderer confirms the foregoing by submitting the tender via the e-JN system.