FILMSKI STUDIO

LJUBLJANA

CONTRACT DOCUMENTATION

For the award of the contract

according to the procedure for awarding low-value contracts

No. 2/2025-JNMV-lenses

Contracting Authority:	**FILMSKI STUDIO VIBA FILM LJUBLJANA, Stegne 5, 1000 Ljubljana, represented by Mitja Bravhar, acting director**
Object of public procurement contract:	**Purchase of professional spherical full-frame lenses and additional optical equipment**
Seq. no. of public procurement contract:	**No. 2/2025-JNMV-lenses**
Type of contract awarding procedure:	**Low-value public procurement contract**
Place and date:	**Ljubljana, junij 2025**

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B. TECHNICAL SPECIFICATION

On the public procurement portal, the contract documentation also includes the Technical Specification for the Purchase of professional spherical full-frame lenses and additional optical equipment, which states that the equipment and its pertaining parts must meet the technical standards and characteristics, as well as required descriptions and other conditions under point B (Technical Specification) of this call for tenders.

I. INVITATION TO TENDER

The Contracting Authority invites all interested parties to submit tenders in accordance with the Public Procurement Act (ZJN-3) and the instructions for preparing tenders in this contract documentation.

Tenders shall be submitted at the latest by 19th June, 2025 by 09:00 AM. Tenderers shall submit their tenders in the IT e-JN system at the web address https://ejn.gov.si (explanation in point 6 of "Instructions for preparing tenders and other information).

II. INSTRUCTIONS FOR PREPARING TENDERS AND OTHER INFORMATION

1. Contracting Authority

FILMSKI STUDIO VIBA FILM LJUBLJANA
Stegne 5, 1000 Ljubljana
VAT IN: SI91095042
Registration number: 5848482000

2. Object of public procurement contract:

Purchase of professional spherical full-frame lenses and additional optical equipment

A detailed description of the object of public contract is attached in the Technical Specification. The Contracting Authority will eliminate from the evaluation all tenderers which will not offer object of public procurement contract on the whole.

3. Tenderer

Legal entities and/or natural persons that meet the criteria for establishing capacity listed below in this contract documentation can apply to the call for tenders.

In the event that the tenderer is applying with subcontractors, the tenderer must declare in the Tender in accordance with the instructions of this tender documentation that it shall co-operate with sub-contractors in the performance of contract. Subcontractors can only perform part of the order, but not the entire order. The tenderer assumes full responsibility for the performance of awarded contract, regardless of the number of subcontractors listed in its tender.

A tender can also be submitted by a group of tenderers (joint tender). Regardless of submission of a joint tender, the tenderers are jointly and severally liable to the Contracting Authority. A joint tender shall be prepared in accordance with the instructions in this contract documentation.

4. Legal grounds

The awarding of public procurement contract shall be conducted in accordance with applicable legislation governing public procurement, public finances, and object of the public procurement contract.

5. Explanations and amendments of contract documentation

Tenderers can obtain the contract documentation free of charge on the public procurement portal and can also request written explanations to the contract documentation via the public procurement portal. Explanations and answers shall be submitted before **16th of June 2025, by 10am**, if the tenderers questions or requests were submitted before **13th of June 2025, by 10am.**

The Contracting Authority reserves the right to amend the contract documentation of its own motion or in response to requested explanations before **16th of June 2025, by 10am**. An amendment shall be published in writing on the public procurement portal.
In the event of significant amendments, the Contracting Authority shall extend the closing date for the submission of tenders.

Explanations and amendments are an integral part of the contract documentation and must be considered when preparing a tender.

6. Submitting of Tender

Tenderers must submit their bids via the IT e-JN system at the website https://ejn.gov.si in accordance with Section 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: Instructions for using the e-JN), published at the website https://ejn.gov.si.

Before submitting their Tenders, Tenderers must register at the website https://ejn.gov.si in accordance with the Instructions for using the e-JN. If the Tenderer is already registered in the IT e-JN system, it signs in at the same website.

At the IT system e-JN for submission of Tenders authorised Tenderer's user submits the Tender by clicking "Submit" ("Oddaj"). After the submission, the IT e-JN records the user's identity and the time of submission. By submitting the Tender, the user expresses his/hers intention to submit the binding Tender in the name of the Tenderer (Article 18 of the Obligations Code). By submitting, the Tender is binding for the period, indicated in the Tender, unless the Tenderer's user withdraws or amends it prior to the Tender submission deadline.

The Tender is deemed submitted in due time if it is submitted via the IT e-JN system at https://ejn.gov.si no later than **19th June 2025 at 09:00 am**. The Tender is deemed submitted if it is marked with the status "SUBMITTED" (“ODDANO”) in the system ITe-JN system. It is not possible to submit any Tender after the expiry of the deadline for the submission of bids.

Tenders shall be opened automatically in the IT e-JN system on **19th June 2025** and will start at **11:00 am** at the website https://ejn.gov.si.

The opening takes place in the following way: at the hour set for public opening of Tenders, the IT eJN system automatically displays data on the Tenderer and variants, if requested or allowed, and enables access to the PDF file that the Tenderer has uploaded in the e-JN system under the "Pro-forma Invoice" ("Predračun") section. The public display automatically ends after 60 minutes. The Tenderers having submitted Tenders, have these data available in the IT e-JN system under the "Protocol on the tender opening" ("Zapisnik o odpiranju ponudb") section.

7. Tender documentation

The Tenderer uploads the Pro-forma Invoice (Form no. 1) in the IT e-JN system in a .pdf file under the section "Pro-forma Invoice" (»Predračun«), which will be accessible at the public opening of Tenders.

The Tenderer must complete the Pro-forma Invoice, taking into consideration all requirements and specifications which are part of contract documentation.

The Tenderer shall complete the items in the Pro-forma Invoice at the most to two decimals.

The Tenderer mustn't change the contents of the Pro-forma Invoice.

All discounts and costs (delivery, customs...) must be comprised in the final contract price.

Form No.	**Form title**	**Instructions on completing the forms**
Form No. 1	Pro-forma Invoice	The Tenderer completes, signs and stamps the completed.

Tender documentation must include also the documents, indicated in the table below.

The Tenderer must scan all the tender documents and submit them in the PDF form in their e-tender. Prior to that, where requested, the Forms must be completed, signed and stamped.

Form No.	**Form title**	**Instructions on completing the forms**
Form No. 2	Specification (of Pro-forma Invoice)	- The Tenderer makes specification of Pro-forma Invoice - detailed prices to the separate items and final sum; Pro-forma Invoice (Form No. 1) is formed on the basis of Invoice Specification (Form No. 2).
Form No. 3A	Tenderer information	- The Tenderer shall complete, sign and stamp the enclosed Form. - In the event of a Joint Tender, the Form is completed, signed, and stamped by every partner of the Joint Tender. - The form can be photocopied if necessary.
Form No. 3B	Subcontractor Information	- The subcontractor fills out, signs, and stamps the filled-out form. - The form can be photocopied if necessary.
Form No. 4A	Statement of Meeting Capacity Criteria for the Contract (tenderer)	- The Tenderer completes, signs, and stamps the completed Form. - In the event of a Joint Tender, the Form is completed, signed, and stamped by every partner of the Joint Tender. - The form can be photocopied if necessary.
Form No. 4B	Statement of Meeting Capacity Criteria for the Contract (subcontractor)	- The subcontractor fills out, signs, and stamps the filled-out form. - The form can be photocopied if necessary.

Form No. 5	Payment Terms and Conditions, Delivery of Goods and Servicing	- The Tenderer completes, signs, and stamps the completed Form.
Form No. 6	Reference Table	- The Tenderer completes, signs, and stamps the completed Form. - The form can be photocopied if necessary.
Form No. 7	Statement on Submission of a Performance Guarantee	- The Tenderer completes, signs, and stamps the completed Form.
Form No. 8	Statement on Submission of a Warranty Guarantee	- The Tenderer completes, signs, and stamps the completed Form.
Form No. 9	Participation of Subcontractors	- The tenderer fills out, signs, and stamps the filled-out form. - The form can be photocopied if necessary.
Form No. 10	Authorisation of Contracting Authority for Direct Payment to Subcontractor	- The tenderer fills out, signs, and stamps the filled-out form. - The form can be photocopied if necessary.
Form No. 11	Contract Sample	- The Tenderer completes, signs, and stamps the completed Form.
Form No. 12	Statement on the forwarding of data in the disclosure of the Tenderer's Ownership	- The Tenderer completes, signs, and stamps the completed Form.
	BON-2 Form or Bank Solvency Certificate	- The Tenderer must submit a BON-2 Form or bank solvency certificate proving that the Tenderer's bank account has not been blocked in the last six months; the document shall not be older than one month on the tender opening date.

8. Validity of tenders

Tenders shall be valid until **19th of September 2025.**

9. Language, currency

The tender shall be submitted in **Slovenian**, with possible exceptions for specific technical terms and technical documentation in **English**. The tender value shall be in euros. Foreign tenderers can submit a tender in English and evaluate the tender in euros.

10. Filling out and marking documentation

The tenderers shall thoroughly examine the documentation and fill out all empty spaces in the tender documents. All documents shall be attached in required places, signed by authorised representatives, and stamped with the tenderer's seal.

11. Costs

The tenderer bears all costs related to preparation and submission of tender.

12. Variant tenders and groups

Variant tenders are not allowed.

13. Joint tender

A joint tender is tender submitted jointly by a group of economic entities (hereinafter: partners). Partners are equal and have unlimited joint and several liability to the Contracting Authority for the performance of the entire contract. The tender shall list the partners, the lead partner representing the group, and the work and price of each partner's assumed share of contract.

The Contracting Authority reserves the right to request a written joint venture agreement before the conclusion of contract, which defines the mutual relationships and obligations of all partners.
In a joint tender, the tenderer shall submit the forms in accordance with the instructions for the preparation of tender documents under point 6.

14. Subcontractors

The tenderer assumes full responsibility for the performance of awarded contract, regardless of the number of subcontractors.

In a tender that includes subcontractors, the tenderer shall submit the forms in accordance with the instructions for the preparation of tender documents.

During the performance of the public procurement contract, the lead tenderer shall notify the Contracting Authority about any potential changes of information from the previous paragraph, and submit information on new subcontractors that it intends to include in the performance of services at a later time, specifically no later than within five days of the change. In the event of new subcontractors, the tenderer shall, together with the notification, submit the information and documents in accordance with the instructions for the preparation of tender documents.

The Contracting Authority can reject the proposal for the replacement or inclusion of a new subcontractor even if such action could affect uninterrupted performance or completion of work, and the new subcontractor does not meet the conditions set by the Contracting Authority in the documentation regarding the public procurement contract. The Contracting Authority shall notify the lead contractor within ten days of receiving the proposal regarding a potential rejection of a new subcontractor.

15. Withdrawing, amending, or supplementing the tender

The Tenderers may withdraw or change their tenders by the deadline for submitting bids. If the Tenderer withdraws their Tender from the IT e-JN system, it is deemed that no Tender has been submitted and the Contracting Authority will not see it in the e-JN system. If the Tenderer changes their Tender in the IT e-JN system, the Contracting Authority sees the last Tender submitted.

16. Review and evaluation of tenders

After the tender review, only the documents and statements required by the contract documentation are evaluated. Explanations or additional (substantive) evidence on fulfilment of individual requirements and conditions of the contract documentation regarding the submitted documents and statements (declarations) can be requested from the tenderer, as well as remedy of calculation errors, but only within the scope allowed by the law.

The tender is excluded if the tenderer fails to submit the requested explanations or substantive evidence within the deadline set by the Contracting Authority, or if the tenderer fails to supplement a formally incomplete tender.

The tender is excluded if the Competent Authority finds it to be inadmissible in accordance with ZJN-3.

The tender is excluded as inappropriate and misleading if the tenderer is found to have arbitrarily modified the Competent Authority's contract specifications.

Whenever the Contracting Authority has reasonable grounds to suspect that an individual business entity in the tendering procedure submitted a false statement or forged or altered document as authentic, the Contracting Authority shall submit a proposal with the National Review Commission for Reviewing Public Procurement Procedures for instituting proceedings for violation under point 5 of paragraph 1 or point 1 of paragraph 2 of Article 112 of ZJN-3.

17. Contract

The selected tenderer shall conclude the contract within 8 (eight) workdays after receiving the contract from the Contracting Authority.

Depending on the selected tender – joint tender, subcontractors, etc. – the Contracting Authority shall modify the contents of the contract before signing.

18. Suspension of procedure, rejection of all tenders, withdrawal from the public procurement contract

In accordance with the first paragraph of Article 90 of the ZJN-3, the contracting authority can, at any time before the deadline for the submission of tenders, suspend the public procurement procedure or, in accordance with the fifth paragraph of Article 90 of the ZJN-3, reject all tenders after the expiration of the deadline for the opening of tenders, or in accordance with the eighth paragraph of Article 90 of the ZJN-3, after the final decision on the award of the public procurement contract until the conclusion of the contract on the execution of a public procurement contract, the contractor can withdraw from the performance of the public procurement for justified reasons stated in paragraph 8 of Article 90 of the ZJN-3.

The Contracting Authority reserves the right to change the scope of the public procurement contract, depending on the available financial means and actual needs.

19. Legal base and method of submitting of the review claim

Pursuant to the Act on the Review of Public Procurement Procedures (ZPVPJN - Official Gazette of the Republic of Slovenia No. 43/2011; including all amendments to the law) the review claim may be submitted by any individual who fulfils conditions, stated in Article 14 of ZPVPJN.

The time limits of submitting a review claim is stated in Article 25. of ZPVPJN. The method of submitting a claim is specified in Article 13a of ZPVPJN.

The applicant shall state the requested data as stated in Article 15 of ZPVPJN. The requested amount of fee for review claim is stated in Article 71 of ZPVPJN.

The fee according to Article 71 of ZPVPJN must be paid by the applicant in amount of EUR 2,000 to the adequate account at the Ministry of Finance. The account no. is: SI56 0110 0100 0358 802, reference: 11 16110-7111290-XXXXXXLL (marks X represent the number of the public tender

publication, marks L represent the year of public tender publication). The review claim may refer to the content of the publication, invitation to tender or procurement documents of the subject Tender.

The review claim shall be submitted via eRevizija portal (https://www.portalerevizija.si).

III. QUALITATIVE SELECTION CRITERIA AND INSTRUCTIONS FOR ESTABLISHING A TENDERER'S CAPACITY

To establish capacity, the tenderer must meet the conditions in accordance with the provisions of ZJN-3 in Articles 75 to 80, and the conditions specified in this contract documentation. In the event that the tenderer submits a joint tender or a tender with subcontractors, each partner in a joint tender or each subcontractor listed in the tender must meet the qualitative selection criteria, where required by the contract documentation. The tenderer shall establish compliance with specific conditions with a statement (contract documentation FORMS), presented under criminal and material liability, or with a copy of appropriate documents where specifically requested.

In the event of suspicion regarding a required submitted statement, the Contracting Authority shall obtain certificates on information referring to recognition of capacity kept in official records of public authorities, local government authorities, or bodies exercising public powers, or shall call upon the tenderer to present within the set deadline appropriate certificates referring to information on recognition of capacity that is not kept in official records of public authorities, local government authorities, or bodies exercising public powers. If the called-upon tenderer fails to present the requested certificates within the set deadline, the Contracting Authority shall exclude its tender.

In accordance with paragraph 6 of Article 14 and Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2), the selected tenderer, if so requested by the Contracting Authority before the conclusion of the contract, shall have to submit a statement or information on the interest of natural and legal persons in the tenderer's business, including silent partners, as well as in business entities that are considered affiliate companies of the tenderer in accordance with the law governing business entities, in order to ensure transparency of the transaction and prevent the risk of corruption. For natural persons, the statement shall include their name and surname, permanent residence, and share of ownership. If the tenderer submits a false statement or present false information regarding the listed facts, the contract is considered null.

IV. CRITERIA FOR AWARDING THE CONTRACT

The criterion for selection is the **most economically advantageous tender**, which is determined on the basis of the lowest price.

When evaluating tenders, the Contracting Authority only considers tenders that meet all the conditions.

V. TENDER DOCUMENTS

- Form no. 1: **PRO-FORMA INVOICE**
- Form no. 2: **Specification of Pro-forma Invoice**
- Form no. 3A: **Tenderer Information**
- Form no. 3B: **Subcontractor Information**
- Form no. 4A: **Statement of Meeting Capacity Criteria for the Contract (tenderer)**
- Form no. 4B: **Statement of Meeting Capacity Criteria for the Contract (subcontractor)**
- Form no. 5: **Payment Terms and Conditions, Delivery of Goods and Servicing**
- Form no. 6: **Reference Table**
- Form no. 7: **Statement on Submission of a Performance Guarantee**
- Form no. 8: **Statement on Submission of a Warranty Guarantee**
- Form no. 9: **Participation of Subcontractors**
- Form no. 10: **Authorisation of Contracting Authority for Direct Payment to Subcontractor**
- Form no. 11: **Contract Sample**
- Form No. 12: **Statement on the forwarding of data in the disclosure of the Tenderer's ownership**
- **BON-2 Form or Bank Solvency Certificate**

FORM no. 1

Tenderer: _____

Address: _____

PRO-FORMA INVOICE NO. ____

OF LOW-VALUE PUBLIC PROCUREMENT CONTRACT
NO. 2/2025-JNMV-lenses

"Purchase of professional spherical full-frame lenses and additional optical equipment"

	Description of the item	**Value in EUR**
1.	**The total value of goods with all costs included (net value, VAT excluded)**	
2.	**Discount**	
3.	**Net value of goods with discount**	
4.	**VAT 22%**	
5.	**Total contract value in EU, VAT included**	

The total contract value shall be formed on the basis of invoice items from the Specification for Pro-forma Invoice (Form no. 2) and shall include all costs.

Tender shall be valid until 19th of September 2025.

Place and Date: Stamp: Signature:

_____ _____

FORM no. 2

Tenderer: _____

Address: _____

SPECIFICATION OF PRO-FORMA INVOICE

OF LOW-VALUE PUBLIC PROCUREMENT CONTRACT
NO. 2/2025-JNMV-lenses

"Purchase of professional spherical full-frame lenses and additional optical equipment"

Tenderer shall form its own Specification, in which shall specify its Pro-forma Invoice. Tenderer must quote prices per unit of Pro-forma Invoice and shall include all expected costs (deliveries, education at the Contracting Authority's location, ...).

The total contract value of Pro-forma Invoice (Form no.1) must be formed on the basis of invoice items from the Specification of Pro-forma Invoice (Form no. 2) and shall include all costs.

Place and Date:	Stamp:	Signature:
_____		_____

FORM no. 3A

TENDERER INFORMATION

TENDERER NAME:	
ADDRESS AND REGISTERED OFFICE:	
LEGAL REPRESENTATIVE:	
CONTACT PERSON for explanations of tender:	
TELEPHONE OF contact person:	
E-MAIL OF contact person:	
COMPANY REGISTRATION NUMBER:	
VAT IDENTIFICATION NUMBER:	
COMPETENT OFFICE OF FURS:	
TRANSACTION ACCOUNT:	
TRANSACTION ACCOUNT OPENED WITH:	
Tenderer is an SME (YES or NO)	

Place and date: _____ Stamp and signature: _____

In the event of a joint tender, the form is photocopied and filled out for each tenderer.

FORM no. 3B

SUBCONTRACTOR INFORMATION

SUBCONTRACTOR NAME:	
ADDRESS AND REGISTERED OFFICE:	
LEGAL REPRESENTATIVE:	
CONTACT PERSON for explanations of tender:	
TELEPHONE OF contact person:	
E-MAIL OF contact person:	
COMPANY REGISTRATION NUMBER:	
VAT IDENTIFICATION NUMBER:	
COMPETENT OFFICE OF FURS:	
TRANSACTION ACCOUNT:	
TRANSACTION ACCOUNT OPENED WITH:	
Subcontractor is an SME (YES or NO)	

Place and date: _____ Stamp and signature: _____

In the event of multiple subcontractors, the form is photocopied and filled out for each subcontractor.

FORM no. 4A

TENDERER: _____

_____

_____

STATEMENT OF MEETING CAPACITY CRITERIA FOR THE CONTRACT

In relation to public contract **No. 2/2025-JNMV-lenses**, we hereby declare, under material and criminal liability:

- We are fully aware of the contract documentation and all its amendments and supplements, and we agree with the contents, including the provisions of the sample contract.
- As a business entity, member of governing, management, or supervisory board, or person authorised for representations, decision-making, or supervisions, we have not been convicted by final judgement for any offenses with constituent element of a criminal act specified in paragraph 1 of Article 75 of ZJN-3.
- On the day of submitting the tender, we – as the tenderer – have no outstanding unpaid obligations in relation to payment of social security contributions or taxes determined in accordance with the national regulations of country of head office or regulation of tenderer's country, in the amount of EUR 50 or more, or have presented all withholding tax returns for employment relationship remunerations for the period of the last five year before the tender submission date.
- We are not included in the register of business entities with negative references.
- Within the last three years before the closing date for the submission of tenders, the competent authority of the Republic of Slovenia or another member state or a third country has not found at least two violations in relation to payment for work, working hours, rest performance of work based on civil law contracts, despite the existence of elements of an employment relationship or in connection with illegal employment for which we would be fined for an offense by a final decision or several final decisions.
- Exclusion criteria under paragraph 6 of Article 75 of ZJN-3 are not met.
- Insolvency proceedings or compulsory compositions under the law governing insolvency proceedings or compulsory composition have not been initiated against us, nor have liquidation proceedings under the law governing companies, our assets or business is not managed by a liquidator or the court, our business activities are not temporarily suspended, and no proceedings under any law of third country have been initiated against us, nor has any situation with similar legal consequences arisen.
- We are registered for conducting the business activity that is the object of the public procurement contract.
- We are not included in the register of business entities that are forbidden from conducting business transactions with the Contracting Authority on the basis of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/2011 ZintPK-UPB2).
- The Contracting Authority can, for the purpose of public procurement contract, ask the competent national authorities at any time to confirm the entries listed in the tender documents, and can obtain on behalf of the tenderer the relevant evidence from the official records that proves the fulfilment of conditions stipulated in the contract documentation.
- We undertake to submit additional authorisations for verifying information in official records, per Contracting Authority's request.

- During the invitation to tender phase, the Contracting Authority can request additional explanations or evidence that demonstrate compliance with the conditions and requirements of the contract documentation.
- We will, upon the Contracting Authority's request, submit a statement with the following information within 8 days of receiving the call:
  our founders, company members, including silent company members, shareholders, limited partners or other owners, and information on the ownership interests of those persons, business entities that are considered, according to the provisions of the law governing business entities, associated companies
- We will promptly notify the Contracting Authority about the changes of all relevant information from the tender that may occur at any stage of realisation of the contract for which we are submitting the tender.
- We hereby agree that the Contracting Authority can at any time stop the tendering procedure, reject all tenders, or not conclude the contract after the final decision on the award of the contract, and that we will not claim in any of these cases any reimbursement of costs for the preparation of tender, costs of financial security, any potential direct or indirect loss, or loss of profit.
- We will ensure appropriate technical and human resource capacities for quality performance of the full contract within the estimated period, in accordance with the requirements of the contract documentation (technical part), code of conduct of the profession, and the provisions of regulations and standards in the field of object of the contract.
- We have the economic and financial capacity, which means than within the last 6 months before the notice of invitation to tender we had no blocked transaction accounts.
- All the information and documents presented in the contract documentation are genuine and correct and all the attached documents are true copies of the originals. We assume full responsibility for all the submitted information and its authenticity.
- With this statement, we assume all consequences arising from it.

We hereby agree that the Contracting Authority may exclude our Tender from the tendering procedure should it be established that we have violated any of the above claims.

We hereby delare that we will submit supporting evidence relating to the claims made in this statement, at the Contracting Authority's request, and agree that the Contracting Authority may obtain the information on the fulfiment of capacity criteria from the public records and via the eDosje application, whenever possible. Our consent is valid for the period from the date of signature of this statement to the fulfilment of all the contractual obligations of this public procurement contract.

Place and date: Stamp: Signature:

In the event of a joint tender, the Statement of Meeting Capacity Criteria for the Contract shall be submitted for each tenderer separately (the statement is photocopied).

FORM no. 4B

SUBCONTRACTOR: _____

_____

_____

STATEMENT OF MEETING CAPACITY CRITERIA FOR THE CONTRACT

In relation to public contract **No. 2/2025-JNMV-lenses**, we hereby declare, under material and criminal liability:

- As a business entity, member of governing, management, or supervisory board, or person authorised for representations, decision-making, or supervisions, we have not been convicted by final judgement for any offenses with constituent element of a criminal act specified in paragraph 1 of Article 75 of ZJN-3.
- On the day of submitting the tender, we – as a subcontractor – have no outstanding unpaid obligations in relation to payment of social security contributions or taxes determined in accordance with the national regulations of country of head office or regulation of tenderer's country, in the amount of EUR 50 or more, or have presented all withholding tax returns for employment relationship remunerations for the period of the last five year before the tender submission date.
- We are not included in the register of business entities with negative references.
- Within the last three years before the closing date for the submission of tenders, the competent authority of the Republic of Slovenia or another member state or a third country has not found at least two violations in relation to payment for work, working hours, rest performance of work based on civil law contracts, despite the existence of elements of an employment relationship or in connection with illegal employment for which we would be fined for an offense by a final decision or several final decisions.
- Exclusion criteria under paragraph 6 of Article 75 of ZJN-3 are not met.
- Insolvency proceedings or compulsory compositions under the law governing insolvency proceedings or compulsory composition have not been initiated against us, nor have liquidation proceedings under the law governing companies, our assets or business is not managed by a liquidator or the court, our business activities are not temporarily suspended, and no proceedings under any law of third country have been initiated against us, nor has any situation with similar legal consequences arisen.
- We are not included in the register of business entities that are forbidden from conducting business transactions with the Contracting Authority on the basis of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/2011 ZintPK-UPB2).
- The Contracting Authority can, for the purpose of public procurement contract, ask the competent national authorities at any time to confirm the entries listed in the tender documents, and can obtain on behalf of the subcontractor the relevant evidence from the official records that proves the fulfilment of conditions stipulated in the contract documentation.
- We undertake, per Contracting Authority's request, to submit additional authorisations for verifying information in official records.
- During the invitation to tender phase, the Contracting Authority can request additional explanations or evidence that demonstrate compliance with the conditions and requirements of the contract documentation.
- We hereby agree that the Contracting Authority can at any time stop the tendering procedure, reject all tenders, or not conclude the contract after the final decision on the award of the contract, and that we will not claim in any of these cases any reimbursement of costs for the preparation of tender, costs of financial security, any potential direct or indirect loss, or loss of profit.
- We will ensure appropriate technical and human resource capacities for quality performance of the contract within the estimated period, in accordance with the requirements of the contract

documentation (technical part), code of conduct of the profession, and the provisions of regulations and standards in the field of object of the contract.

- We have the economic and financial capacity, which means than within the last 6 months before the notice of invitation to tender we had no blocked transaction accounts.
- All the information and documents presented in the contract documentation are genuine and correct and all the attached documents are true copies of the originals. We assume full responsibility for all the submitted information and its authenticity.
- With this statement, we assume all consequences arising from it.

We hereby agree that the Contracting Authority may exclude our Tender from the tendering procedure should it be established that we have violated any of the above claims.

We hereby delare that we will submit supporting evidence relating to the claims made in this statement, at the Contracting Authority's request, and agree that the Contracting Authority may obtain the information on the fulfiment of capacity criteria from the public records and via the eDosje application, whenever possible. Our consent is valid for the period from the date of signature of this statement to the fulfilment of all the contractual obligations of this public procurement contract.

In accordance with the provision of paragraph 5 of Article 94 of ZJN-3, we request direct payment from the Contracting Authority:

YES NO

(circle YES or NO)

By signing this statement, subcontractors that submit a written request for direct payments and select YES above agree that, instead of the lead tenderer, the Contracting Authority settles the subcontractor's receivables from the lead tenderer in a manner defined in the contract sample.

Place and date: Stamp: Signature:

Note: The Form Statement of Meeting Capacity Criteria for the Contract can be photocopied if necessary.

FORM no. 5

PAYMENT TERMS AND CONDITIONS, DELIVERY OF GOODS AND SERVICING

Tenderer: _____

_____

We hereby declare:

- That we offer a **30-day payment** deadline for the supply of goods, which starts on the invoice issue date after the final takeover by takeover record and confirmation of suitability of goods by the Contracting Authority
- That we will deliver the goods to the registered office of the Contract Authority **no later than 30 days** after the conclusion of contract.
- That we provide at least a **1-year warranty period** for the lenses and additional optical equipment
- That we provide at least a **5-year period for supplying spare parts** after the warranty period
- That we provide a **response time for repair of 2 days** after receiving a notification of malfunction from the Contracting Authority.

.

Place and date: Stamp: Signature:

_____ _____

FORM no. 6

REFERENCE TABLE

TENDERER:

_____

In the period of the last 5 years before the submission of the tender, the tenderer has successfully performed at least five transactions of the same type as the object of this contract.

The Contracting Authority reserves the right to check the statements and required evidence (e.g. a contract with an investor or employer, invoice, payment receipt, etc.) for the implementation of the abovementioned reference transaction, or to check the statements directly with the investor or employer.

Name of contracting authority for the reference transaction	***Object of the reference transaction – short description of work***	***Date of start and completion of transaction***	***Transaction value in EUR (VAT not included)***

Note: Tenderer should only list the work conducted in the period of the last five years before the submission of tender.

Place and date: Stamp: Signature:

The form can be photocopied if necessary.

FORM no. 7

TENDERER_____

STATEMENT ON SUBMISSION OF A PERFORMANCE GUARANTEE

In relation to our tender no. _____ for public procurement contract for

"Purchase of professional spherical full-frame lenses and additional optical equipment"

WE HEREBY DECLARE:

That, in the event of conclusion of contract with the Contracting Authority, we shall present a performance guarantee (issued by a bank) in the amount of **10% of contract value**, irrevocable, unconditional, and payable on first call, valid for 6 months after the contractually agreed-upon deadline for the completion of contract work and Contracting Authority's takeover of goods by takeover record.

Place and date: Stamp: Signature:

_____ _____

FORM no. 8

TENDERER_____

STATEMENT ON SUBMISSION OF A WARRANTY GUARANTEE

In relation to our tender no. _____ for public procurement contract for

"Purchase of professional spherical full-frame lenses and additional optical equipment"

WE HEREBY DECLARE:

That, in the event of conclusion of contract with the Contracting Authority, we shall present a warranty guarantee (issued by a bank), within 5 days after delivery of goods and before payment of purchasing price, in the amount of **5% of contract value**, irrevocable, unconditional, and payable on first call, valid for 10 days after the expiry of the warranty period.

Date: Stamp: Signature:

_____ _____

FORM no. 9

PARTICIPATION OF SUBCONTRACTORS

In relation to public procurement contract "....", we hereby declare that we are submitting the tender with subcontractors, specifically the following:

Subcontractor _____ (name)

Type of work performed: _____ (type of work)

in the amount _____

in the value _____ EUR, VAT not included

Place of performance _____ Deadline for the subcontractors performance of work _____

Subcontractor _____ (name)

Type of work performed: _____ (type of work)

in the amount _____

in the value _____ EUR, VAT not included

Place of performance _____ Deadline for the subcontractors performance of work _____

Place and date: _____

Tenderer: _____

Stamp and signature: _____

The tenderer shall fill out all items.

The form can be photocopied if necessary.

FORM no. 10

Tenderer: _____

Contracting Authority: Filmski studio VIBA FILM Ljubljana

AUTHORISATION

of Contracting Authority for Direct Payment to Subcontractor

We hereby authorise the Contracting Authority to make, per a confirmed invoice or report, direct payments to

the subcontractor _____

This Authorisation is an integral part and an appendix to the tender we submitted in the tendering procedure for:

"……"

published on the Public Procurement Portal on _____.

Date:_____ Stamp Tenderer's signature:

Note: The form "Authorisation of Contracting Authority for Direct Payment to Subcontractor" can be photocopied if necessary.

FORM no. 11

CONTRACT SAMPLE

CONTRACTING AUTHORITY:	**FILMSKI STUDIO VIBA FILM LJUBLJANA**, Stegne 5, 1000 Ljubljana, represented by Mitja Bravhar, acting director Registration number: 5848482 VATIN: SI91095042 Subaccount with PPA: SI560110 0603 0354 621 and
CONTRACTOR:	.... Company registration number: ..... VATIN: ..... Transaction account: .....

conclude the following

C O N T R A C T no. _____

I. OBJECT AND SCOPE OF CONTRACT WORK

1. Article 1

The contracting parties initially note that the Contractor was selected on the basis of a low-value public procurement contract award procedure no. 2/2025-JNMV-lenses, in accordance with Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/2015) for the object of contract: **"Purchase of professional spherical full-frame lenses and additional optical equipment"** and that the Contractor included the full documentation required by the invitation to tender, which is an integral part of this Contract.

Article 2

The Contractor undertakes to perform the work in the scope and in accordance with:

- the Contractor's tender no. ..... from .....
- the invitation to tender and contract documentation
- all other documentation received by the Contractor during the tendering procedure or attached to its tender, which is also an integral part of this Contract

II. PERFORMANCE DEADLINE

Article 3

The Contractor undertakes to deliver the goods to the registered office of the Contracting Authority within 30 days of concluding this Contract.

III. PRICE

Article 4

Value of goods (all costs and discounts included)	EUR _____
VAT:	EUR _____
TOTAL with VAT:	EUR _____

(in words: ..... EUR)

The price is fixed and includes all costs.

IV. PAYMENT TERMS AND CONDITIONS

Article 5

The Contracting Authority shall pay the aforementioned amount to the Contractor's transaction account no.: _____ within 30 days after the Contractor's invoice issue date. The Contractor can issue an invoice after the final takeover by takeover record and confirmation of suitability of goods by the Contracting Authority.

V. SERVICING DURING THE WARRANTY PERIOD, RESPONSE TIME, AND PROVISION OF SPARE PARTS

Article 6

The Contractor undertakes the following:

- To provide at least a 1-year WARRANTY PERIOD FOR THE LENSES AND ADDITIONAL OPTICAL EQUIPMENT
- To provide at least a 5-year PERIOD FOR SUPPLYING SPARE PARTS after the warranty period.
- To provide a RESPONSE TIME for repair of 2 days or less after receiving a notification of malfunction from the Contracting Authority.

VI. CONTRACT CUSTODIANS

Article 7

The Contracting Authority's contract custodian is _____.

The Contractor's contract custodian is _____.

The custodians shall ensure correct and timely performance of this Contract, and are responsible for contacts and informing between contracting parties.

VII. CONTRACTOR'S OBLIGATION

Article 8

The Contractor undertakes the following:

- To perform the contractually agreed-upon work with due diligence, correctly and in a quality manner, meticulously, fairly, and in accordance with this Contract and its integral parts, applicable regulations, and code of conduct of the professions, otherwise the Contracting Authority shall execute the performance guarantee.
- To submit to the Contracting Authority within 10 days of the conclusion of the Contract an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of 10% of contract value, with a validity of no less than 6 months after the contractually agreed-upon deadline for the completion of contract work.
- To perform all work with professionally qualifies workers and to be held liable and responsible for its work, as well as work of its potential subcontractors.
- To consider the assessments and comments regarding the quality of performed contract work and promptly remedy and errors and deficiencies during the performance of contract work, of which it was informed.
- To notify the Contracting Authority regarding anything that could affect the performance of contract work.

VIII. CONTRACTING AUTHORITY'S OBLIGATIONS

Article 9

The Contracting Authority undertakes the following:

- To provide the Contractor with all required documentation and information at its disposal and required for the undertaken share of contract work.
- To cooperate with the Contractor with the purpose of ensuring that the Contractor perform the assumed obligations on time and in accordance with the provisions of this Contract.
- To regularly monitor the performance of contract work, approve the submitted documents, and pay the contract work within the agreed-upon deadline.

IX. SUBCONTRACTORS

Article 10

(Note: Provisions of this article apply only if the Contractor employs subcontractors. Otherwise, this article is deleted and the other articles of this Contract are numbered accordingly.)

The Contractor shall perform the contract work together with the following subcontractors: ……. (name), ……. (full address), registration number ……., VAT identification number …….., shall perform …….. (list object and each type and quantity of work undertaken by the subcontractor). The value of this work is EUR …….. . The subcontractor shall perform the work ..... (state place of performance) ..... by ..... (state the performance deadline).
(Note: If there are multiple subcontractors, information is listed for each subcontractor separately and the remaining text of this article is appropriately changed, considering the number of subcontractors.)

During the performance of this Contract, the Contractor shall notify the Contracting Authority about any potential changes of information on subcontractors listed in the tender, specifically no later than within five days of the change. If during the performance of this Contract the Contractor intends to include new subcontractors or replace existing subcontractors, the Contractor shall inform the Contracting Authority about this change and submit information on the new subcontractors that it intends to include in the performance of contract work at a later time. In the event of new subcontractors, the Contractor shall include in the notification to the Contracting Authority contact information and information on authorised representatives of proposed subcontractors, filled-out Statements of Meeting Capacity Criteria for the Contract for these subcontractors, and the subcontractors' request for direct payment, if the subcontractors make such a request.

The contracting parties agree on a replacement of subcontractors or inclusion of a new subcontractor with an amendment to this Contract.

The Contractor assumes full responsibility for the performance of work that are the object of this Contract.

If the Contracting Authority finds that the work is performed by a subcontractor not listed by the Contractor in its tender or agreed-upon in this Contract or an amendment to this Contract, the Contracting Authority is entitled to withdraw from this Contract.

For all subcontractors that did not request direct payment or for which direct payment is not required, the Contractor shall within 60 days of invoice payment submit to the Contracting Authority its written statement and the subcontractor's written statement that the subcontractor received payment for the work performed under this Contract.

Direct payments to subcontractors

Article 11

(Note: Provisions of this article apply only if the subcontractor requests direct payment by the Contracting Authority. Otherwise, this article is deleted and the other articles of this Contract are numbered accordingly.)

The Contractor included in the tender the requests for direct payment for the following subcontractors:
- ……
- ……

For subcontractors that requested direct payment for performed work, the Contractor also provided the Contracting Authority with agreements, based on which the Contracting Authority can, instead of the Contractor, settle subcontractor's receivables from the Contractor.

Since the law governing public procurement contracts stipulates that direct payments to subcontractors are mandatory if a subcontractor requests direct payments in accordance with the provisions of ZJN-3, the Contractor authorises the Contracting Authority to execute payment directly to the subcontractor, on the basis of a confirmed subcontractor's invoice by the Contractor.

X. CONTRACTUAL PENALTY

Article 12

If the Contractor violates the provisions of the Contract, the Contracting Authority can deduct the contractual penalty in the amount of 0.5% of the contract value (VAT included) per day from the invoice, but no more than 10% of the contract value (VAT included).

If, due to a delay, the Contracting Authority incurs a loss higher than the contractual penalty, the Contracting Authority is entitled to demand from the Contractor payment of the difference to full damages and full loss arising from poorly or unprofessionally performed work.

Payment of contractual penalty does not discharge the Contractor from the performance of contractual obligations.

XI. PERFORMANCE GUARANTEE AND WARRANTY GUARANTEE

Article 13

The Contractor shall within 10 days of the conclusion of the Contract submit to the Contracting Authority an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of
10% of contract value, with a validity of no less than 6 months after the contractually agreed-upon deadline for the completion of contract work.

The Contractor shall within 5 days of the delivery of goods and before payment of the purchasing price submit to the Contracting Authority an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of **5% of contract value**, valid for 10 days after the expiry of the warranty period.

XII. CONFIDENTIALITY

Article 14

Under full liability, the Contracting Authority and Contractor undertake to protect as business secret all information, facts, and contents of this Contract and attached documents and other confidential documents marked as such, and agree to protect during the duration of this contract all information

made available to them which could cause significant damage to the other party if an unauthorised person were made aware of them, unless specific information is public on the basis of the law or decision of the court or other competent authority.

XIII. WITHDRAWAL FROM THE CONTRACT

Article 15

In the event that the Contractor's service is not performed on time or correctly and causes material loss, the Contracting Authority is entitled to immediately withdraw from the Contract and execute the bank guarantee.

Article 16

(1) This Contract is made under the resolutory condition and ceases to be valid in the event of the following ciscumstances:

- the Contacting Authority is informed that the court had established with a final decision that the Tenderer or his subcontractor) has infringed applicable obligations in the area of environmental, social and labour law, or
- the Contacting Authority is informed that the competent state authority had established that the Tenderer or his subcontractor) has at the time of the contract infringed at least two infringements in relation to:
  - 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

and for which an offence has been imposed by a final decision or several final decisions of the competent authority,

and provided that the acquaintance with the infringement and the expiration of the validity of the contract has remained for at least six months or if the Supplier acts with the Subcontractor, even if the Supplier does not replace or replace this subcontractor due to the established violation with the Subcontractor, in a manner determined in accordance with Article 94 of the ZJN-3, and determined these contracts within 30 days from the knowledge of the violation.
(2) If the circumstances and conditions referred to in the preceding paragraph are fulfilled, the contract shall be terminated from the date of conclusion of a new contract on the execution of a public contract for the contract in question. The contracting authority shall inform the Supplier of the date of conclusion of the new contract.

If the Contracting Authority does not initiate a new public procurement procedure within 30 days of becoming aware of the infringement, the contract shall be deemed to be terminated on the thirtieth day after the acquaintance with the infringement.

XIV. ANTI-CORRUPTION CLAUSE

Article 17

If, in relation to the conclusion of this Contract, anyone on behalf or for the account of the other contracting party promises, offers, or provides any undue advantage to a representative or agent or intermediary for public sector body or organisation for any of the following:

– award of contract

– conclusion of contract under more favourable terms and conditions

– for omission of required supervision over the performance of contractual obligations

– for other conduct or omission that causes damage to a public sector body or organisation, or provides undue advantage to representative of a body, intermediary of a public sector body or organisation, other contracting party or its representative, agent, or intermediary
this Contract is null.

XV. FINAL PROVISIONS

Article 18

In the event of change of status of either contracting party, the obligations and duties under this Contract are transferred to new legal entities.

The contracting parties agree to resolve any potential disagreements or disputes amicably and with mutual agreement. If such a resolution is impossible, dispute shall be resolved by the competent court in Ljubljana.

The contracting parties agree that any issued not defined with this Contract are governed by provisions of the Code of Obligations.

Article 19

This Contract enters into force when signed by both contracting parties.

The Contract is concluded in four (2) identical copies, with each contracting party receiving one (1) copy.

In ……, on	In ....., on .....
Contractor:	**Contracting Authority:** **Filmski studio VIBA FILM LJUBLJANA** **Mitja Bravhar**
Director	**Acting director**

FORM no. 12

Tenderer: _____

Address: _____

STATEMENT ON THE FORWARDING OF DATA IN THE DISCLOSURE OF THE TENDERER'S OWNERSHIP

FOR THE CONTRACT
OF LOW-VALUE PUBLIC PROCUREMENT CONTRACT
NO. 2/2025-JNMV-lenses

We hereby state under criminal and material liability to submit to the Contracting Authority, within eight days of being asked to do so, the ***Statement on the participation of natural and legal persons in the Tenderer's ownership*** which follows as part of this procurement documents.

Place and date: _____

Stamp:

Signature: _____

For the purpose of the sixth paragraph of Article 14 of the Public Integrity and Corruption Prevention Act (Official Gazette of the RS, no. 45/2010, with amendments and supplements, hereinafter), to ensure the transparency of the business and to mitigate corruption risks when concluding legal transactions in the capacity of the Tenderer's representative in the process of awarding public contract, I hereby issue the following

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

FOR THE CONTRACT
OF LOW-VALUE PUBLIC PROCUREMENT CONTRACT
NO. 2/2025-JNMV-lenses

Data on the Tenderer

Company name or name of the Tenderer:	
Registered office of the Tenderer:	
Registration no. of the Tenderer:	
The Tenderer is the holder of a dormant partnership: (mark as appropriate)	YES – NO

The Tenderer's ownership structure:

1. **DATA ON THE PARTICIPATION OF NATURAL PERSONS IN THE TENDERER'S OWNERSHIP (INCLUDING DORMANT PARTNERS)**

Name and surname of the natural person (1):	
Place of residence:	
Share of ownership:	
Dormant partner (mark as appropriate) If YES, state the holder of the dormant partnership!	YES – NO

Name and surname of the natural person (2):	
Place of residence	
Share of ownership	
Dormant partner (mark as appropriate) If YES, state the holder of the dormant partnership!	YES – NO

(continue the list as appropriate)

2. **DATA ON THE PARTICIPATION OF LEGAL PERSONS IN THE TENDERER'S OWNERSHIP (INCLUDING DORMANT PARTNERS)**

Name of the legal person:	
Registered office of the legal person:	
Share of ownership:	
Company reg. no.:	
Legal person is also the holder of the dormant partnership (mark as appropriate):	YES – NO

the legal person being owned by the following natural persons:

Name and surname of the natural person:	
Place of residence:	
Share of ownership:	
Dormant partner (YES – NO) If YES, state the holder of the dormant partnership!	

(continue the list as appropriate)

3. DATA ABOUT RELATED COMPANIES

Name of the legal person:
Registered office of the legal person:
Company reg. no.:

is in mutual relationship according to Article 527 of the Companies Act with the legal person:

Name of the legal person:
Registered office of the legal person:
Company reg. no.:
associated as follows:

(continue the list as appropriate)

I hereby declare that, in the capacity of a natural person - participant in the Tenderer'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 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.

Place and date: Stamp: Signature:

_____ _____