

Št. 401.1/2025-4

Ljubljana, 9. 9. 2025

## **PUBLIC PROCUREMENT DOCUMENTS**

Contracting authority:

**UNIVERSITY OF LJUBLJANA  
ACADEMY OF MUSIC**  
Kongresni trg 1  
1000 LJUBLJANA

on behalf of and for the account of  
**BANKA SLOVENIJE**  
Slovenska cesta 35  
1000 LJUBLJANA

Subject of public supply contract:

**PURCHASE OF A MUSICAL  
INSTRUMENT (VIOLIN)**

Type of public procurement procedure:

Awarding of a public supply contract by  
open procedure

The public invitation to tender was published:

on the public procurement portal and in  
the Official Journal of the European U

September 2025

## INSTRUCTIONS TO ECONOMIC OPERATORS ON THE PREPARATION OF A TENDER

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## 1. CONTRACTING AUTHORITY

In accordance with the Agreement on the performance of the public supply contract "Purchase of a musical instrument (violin)" dated 18 June 2025 and Article 33 of the Public Procurement Act (ZJN-3), this contract is being performed by the University of Ljubljana, Academy of Music, Kongresni trg 1, 1000 Ljubljana (hereinafter also: UL AG) on behalf and for the account of Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana (hereinafter also: BS) as the actual contracting authority.

In the public procurement documents (hereinafter: tender dossier), the term "contracting authority", which means the entity conducting the public procurement procedure and BANKA SLOVENIJE (unless otherwise defined), shall be used.

The contracting authority invites all interested tenderers (legal entities and natural persons) to submit tenders in accordance with this tender dossier and the Public Procurement Act (Official Gazette of the Republic of Slovenia, No 91/15 [with corrigenda], hereinafter: ZJN-3).

## 2. SUBJECT OF THE PUBLIC SUPPLY CONTRACT

The subject of the public supply contract is the purchase of a musical instrument (violin), specifically an old stringed instrument made before or in 1880. It should be a valuable work of art and collector's item made by a world-renowned luthier such as Vuillaume (among others).

The instrument must have historical importance and a high investment value, enable the production of musical art at the highest level (concert appearances, recording, etc.) and meet the highest tonal requirements such as to make it suitable for solo playing, all to the scope, quality and deadlines determined in this tender dossier.

More detailed specifications for the subject of the public supply contract can be found in the "Contracting authority's specifications" (Form 5).

**The deadline for delivery and handover of the instrument is fifteen (15) days after the agreement is signed.**

## 3. METHOD OF AWARDING THE PUBLIC SUPPLY CONTRACT

An open procedure shall be conducted for the awarding of this contract, as per Article 40 ZJN-3.

Based on the conditions and criteria determined in this tender dossier, the contracting authority shall select a tenderer with which to conclude the agreement. The contracting authority shall conclude the agreement with the most advantageous tenderer that submits an acceptable tender.

## 4. METHOD OF SUBMISSION OF TENDERS

Tenderers shall submit their tenders to the e-JN information system (hereinafter: e-JN system) at <https://ejn.gov.si/> in accordance with Section 4 of the document titled "Instructions on using the e-JN information system: TENDERERS" (hereinafter: Instructions on using the e-JN system), which are part of this tender dossier and are available at <https://ejn.gov.si/>.

Prior to submitting a tender, tenderers shall register at <https://ejn.gov.si/>, in accordance with the Instructions on using the e-JN system. Tenderers that are already registered on the e-JN system should log into the application at the same address.

The user of a tenderer authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. Upon submission of a tender, the e-JN system logs the user's identity and the time of tender submission. By submitting a tender, the user demonstrates and declares

their intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations<sup>1</sup>). Upon submission of a tender, that tender is binding for the time stated in the tender.

A tender shall be deemed to have been submitted on time if it is received by the contracting authority via the e-JN system <https://ejn.gov.si> no later than by the day and time specified in the contract notice published on the public procurement portal. A tender shall be deemed to have been submitted if it is labelled as "SUBMITTED" in the e-JN system.

If the tenderer withdraws its tender from the e-JN system prior to the expiry of the tender submission deadline, the tender shall be regarded as having not been submitted and the contracting authority will not be able to see it in the e-JN system. If a tenderer amends its tender in the e-JN system prior to the expiry of the tender submission deadline, the last submitted tender shall be available in the system.

Tenders may no longer be submitted to or withdrawn from the e-JN system after the submission deadline has passed.

Access to the link for the submission of an electronic tender in this public procurement procedure is provided in the contract notice published on the public procurement portal.

## **5. TENDER-OPENING PROCEDURE: TIME AND PLACE**

The opening of tenders will take place automatically within the e-JN information system at <https://ejn.gov.si> at the time and on the day specified in the contract notice published on the public procurement portal.

The opening process shall take place with the e-JN information system displaying the tenderer's details and the variants (if required or permitted) automatically at the time set for the public opening of tenders and enabling access to the pdf document that the tenderer uploads to the e-JN system under the "Pro-forma invoice" section. The public announcement procedure shall automatically conclude after 60 minutes. Tenderers that have submitted tenders shall have these details available to them in the "Record on the opening of tenders" section of the e-JN information system.

## **6. LEGAL BASIS**

The contracting authority is conducting the public procurement procedure on the basis of the applicable law and implementing regulations governing public procurement, and in accordance with the applicable laws governing the area of public finances and the area covering the subject of the public supply contract.

## **7. ACCESS TO THE TENDER DOSSIER**

The tender dossier is available free of charge on the **public procurement portal**.

Access to the tender dossier is free of charge.

## **8. NOTICES AND CLARIFICATIONS IN CONNECTION WITH THE TENDER DOSSIER**

Communication with tenderers concerning questions relating to the content of the public supply contract and to the preparation of tenders shall take place exclusively via the public procurement portal.

The contracting authority shall regard a request for clarification of the public supply contract documents or any other question regarding the contract as having been submitted on time if it appears on the public procurement portal no later than by the deadline set in the contract notice published on the public procurement portal.

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<sup>1</sup> *Code of Obligations (Official Gazette of the Republic of Slovenia, Nos 97/07 [official consolidated version], 64/16 [Constitutional Court decision] and 20/18 [OROZ631]).*

The contracting authority will not respond to requests for clarifications or other questions concerning the contract submitted after that deadline. Written responses shall be published on the public procurement portal. The contracting authority shall not be obliged to respond to questions submitted in a foreign language. Similarly, the contracting authority shall not respond to comments.

The contracting authority may amend or supplement the tender dossier in accordance with Article 67 ZJN-3. The contracting authority shall issue any such amendments or supplements in the form of addenda to the tender dossier. Each addendum to the tender dossier shall become an integral part of the tender dossier. Questions and responses published on the public procurement portal shall also be an integral part of the tender dossier.

Any additional explanations, supplements, information or clarifications that have not been published on the public procurement portal shall not be binding on the contracting authority.

## **9. DETERMINATION OF CAPACITY**

### **9.1 Determining capacity to participate in the public procurement procedure and supporting documents/evidence**

Tenderers must satisfy all the conditions and requirements set forth in this section.

At the moment of submission of a tender, the contracting authority shall, as per Article 79 ZJN-3, accept an ESPD representing a self-declaration as preliminary evidence in relation to Sections 9.1.1, 9.1.2 and 9.1.3 of these instructions in place of certificates issued by public authorities or third parties.

The ESPD provided by the economic operator must list all the information on the basis of which the contracting authority will obtain certificates or other information from the national database, and must include the economic operator's consent for this evidence to be obtained by the contracting authority.

Before awarding the public supply contract, the contracting authority may require the tenderer to whom it has decided to award the contract to submit supporting documents (certificates, declarations) as evidence of the absence of exclusion grounds and of the fulfilment of the conditions for participation referred to in this section below. An economic operator may also submit evidence of the absence of exclusion grounds and of the fulfilment of the conditions for participation itself. The contracting authority reserves the right to verify the authenticity of the supporting documents with the signatory thereof.

If the contracting authority places a restriction on the age of documents that tenderers may submit as evidence, the restriction shall be stated on each item of evidence. If no restriction is stated, the age of the document is not important. However, it must reflect the most recent situation. Notwithstanding the prescribed or required maximum allowable age, documents must always reflect the most recent situation.

The contracting authority reserves the right, while the tenders are being reviewed and up until the agreement is signed, to require the tenderer to submit evidence demonstrating compliance with the required conditions, any authorisations that may be necessary for the verification of compliance with the required conditions or data, details of the addresses at which compliance can be verified, or any other information necessary for the review and verification of the tender.

Unless otherwise indicated in these instructions with respect to individual documents, the submission of copies of the required documents shall be sufficient. The contracting authority reserves the right to inspect the original documents.

If a tenderer is not established in Slovenia and is unable to acquire and submit the required documents because the country in which it is established does not issue such documents, those documents may be replaced by a sworn statement or, if the country in which the tenderer is established does not provide for such, a statement from a specified person given before a competent judicial or administrative

authority, notary or competent professional or trade organisation in that person's home country or in the country in which the tenderer is established.

The sections of these instructions below relating to joint tenders, tenders involving subcontractors and the use of the capacities of other entities must be taken into account for joint tenders, tenders involving subcontractors and the use of the capacities.

### 9.1.1 Exclusion grounds

**Every economic operator (tenderer, partner, subcontractor, other entity) appearing in the tender must meet the following requirements with respect to determination of capacity:**

1. No final judgment for a criminal offence containing the elements set out in the first paragraph of Article 75 ZJN-3 has been imposed, or imposed for a comparable criminal offence by a foreign court, on the economic operator, or on a person who is a member of a management, executive or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein, and five (5) years have not yet passed from the day the final judgment was imposed to the moment the check is made and, in cases where a duration of exclusion longer than five (5) years is set in the judgment, the period set by the judgment has not yet expired.

Without prejudice to the above, an economic operator may submit to the contracting authority, with due regard to Article 75(10) ZJN-3 and no later than by tender submission deadline, evidence that it has taken sufficient steps to demonstrate its reliability despite the existence of exclusion grounds.

EVIDENCE:

A completed **ESPD** ("Part III: Exclusion grounds, Section A: Grounds relating to criminal convictions") for all economic operators in the tender.

Alternatively, tenderers may themselves enclose certificates from the criminal records. These certificates must reflect the most recent situation. The contracting authority shall accept as sufficient evidence that there are no grounds for exclusion as referred to in Article 75(1) ZJN-3 an extract from the appropriate records, for example the criminal records, that is no more than four (4) months old as at the deadline for registration or the submission of tenders or has been obtained no more than ninety (90) days after the deadline for the submission of applications or tenders. If there is no such register, an equivalent document issued by a competent judicial or administrative authority in Slovenia, another Member State, or the home country or the country in which the economic operator is established, and from which it is evident that no exclusion grounds exist, shall be accepted.

2. Economic operators are required to have settled mandatory levies or other financial non-tax liabilities in accordance with the law governing financial administration that are collected by the tax authority in accordance with the regulations of the country in which it is established, or the regulations of the contracting authority's country. An economic operator shall be deemed to have met the obligation referred to in the preceding sentence if outstanding past-due liabilities of EUR 50 or more are settled by the deadline for the registration or the submission of tenders. By the deadline for the registration or the submission of tenders, an economic operator is required to have submitted all withholding tax returns for employment earnings for the period of five (5) years prior to the deadline for the submission of the application or tender.

Without prejudice to the above, an economic operator shall not be excluded if, in accordance with Article 75(2) ZJN-3 and by the tender submission deadline, it has settled its outstanding past-due liabilities in the amount of EUR 50 or more and has submitted all its withholding tax returns for employment income for the five (5) years preceding the tender submission deadline.

EVIDENCE:

A completed **ESPD** ("Part III: Grounds for exclusion, Section B: Grounds relating to the payment of taxes or social security contributions") for all economic operators in the tender.

3. On the day the tender submission deadline expires, the economic operator must not be excluded from public procurement procedures as a result of their inclusion in the register of economic operators against which the ancillary penalties of exclusion from public procurement procedures have been imposed.

**EVIDENCE:**

A completed **ESPD** ("Part III: Exclusion grounds, Section D: National exclusion grounds") for all economic operators in the tender.

4. A fine has not been imposed on the economic operator on two or more occasions in the three years prior to the deadline for registration or the submission of tenders by virtue of a final decision or multiple final decisions rendered by a competent authority of Slovenia, another Member State or a third country for a breach in connection with remuneration for work, working time, rest periods, the performance of work under civil law contracts despite the existence of elements of an employment relationship, or in connection with undeclared work.

Without prejudice to the above, an economic operator may submit to the contracting authority, with due regard to Article 75(10) ZJN-3 and no later than by tender submission deadline, evidence that it has taken sufficient steps to demonstrate its reliability despite the existence of exclusion grounds.

**EVIDENCE:**

A completed **ESPD** ("Part III: Exclusion grounds, Section D: National exclusion grounds") for all economic operators in the tender.

5. Insolvency or compulsory composition proceedings have not been initiated against the economic operator under the law governing insolvency and compulsory composition proceedings, liquidation proceedings have been initiated against the economic operator under the law governing companies, the assets and operations of the economic operator are under the administration of a liquidator or the court, the business activities of the economic operator have been suspended, proceedings have been initiated against the economic operator in accordance with the regulations of another country, or a situation of equivalent legal consequences has arisen.

**EVIDENCE:**

A completed **ESPD** ("Part III: Exclusion grounds, Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct") for all economic operators in the tender.

6. The economic operator has not been engaged in serious professional misconduct leading to its integrity being compromised.

Without prejudice to the above, an economic operator may submit to the contracting authority, with due regard to Article 75(9) ZJN-3, evidence that it has taken sufficient steps to demonstrate its reliability despite the existence of exclusion grounds.

**EVIDENCE:**

A completed **ESPD** ("Part III: Exclusion grounds, Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct") for all economic operators in the tender.

7. No significant or constant deficiencies in the performance of key obligations were evidenced in respect of the economic operator in a previous agreement on the performance of a public supply contract or previous concession agreement concluded with the contracting authority as a result of which the contracting authority prematurely withdrew from the previous contract or agreement, claimed damages or imposed other comparable sanctions.

Without prejudice to the above, an economic operator may submit to the contracting authority, with due regard to Article 75(10) ZJN-3, evidence that it has taken sufficient steps to demonstrate its reliability despite the existence of exclusion grounds.



**EVIDENCE:**

A completed **ESPD** ("Part III: Exclusion grounds, Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct") for all economic operators in the tender.

According to Article 75(8) ZJN-3, the contracting authority shall exclude an economic operator (tenderer, partner in a joint tender, subcontractor or operator on whose capacities the tenderer is relying in the tender) from the public procurement procedure at any time during the procedure if it is proven to be in one of the situations referred to in Section 9.1.1 based on its acts or omissions, either before or during the public procurement procedure.

If a tenderer makes use of a corrective mechanism under the ZJN-3 in relation to a specific situation referred to in Section 9.1.1 of these instructions, it shall indicate YES and enter the information required by the ESPD, describe the breaches and the measures by which it is able, despite the existence of an exclusion ground, to evidence its reliability, and enclose adequate evidence with the tender proving its reliability despite the existence of a specific exclusion ground.

### **9.1.2 Technical and personnel capacities**

Tenderers shall guarantee that the items tendered comply the technical specifications and other requirements set out in the tender dossier.

Instruments offered in a tender must have a Certificate or Certificates of Authenticity containing key information on the instrument. The certificate must contain photographs and a description, clearly attest to the authenticity of all parts of the instrument, and state the maker, the date of manufacture, the dimensions of the instrument and any other important information.

Instruments offered in a tender must also have a current Condition Report that confirms that it is in excellent condition and technically flawless.

**Certificates of Authenticity and Condition Reports must reflect the latest (i.e. current) condition of the instrument.**

**The submission of a Certificate or Certificates of Authenticity and a Condition Report is a precondition for the acceptability of a tender in relation every instrument offered.**

Tenderers may also enclose with their tender additional evidence regarding the instrument or instruments offered; these may include photographs, declarations, certificates and other technical documents on the instrument demonstrating that the instrument meets the contracting authority's requirements. Tenders must clearly indicate in the technical documents which instrument a specific item of evidence relates to.

Tenderers shall enclose the following with Form 5 ("Contracting authority's technical specifications"):

- a Certificate or Certificates of Authenticity;
- a Condition Report;
- any other technical documents on the instrument or instruments offered (e.g. catalogues, technical descriptions);
- any photographs relating to the instrument or instruments offered (these may be photocopies from a catalogue);
- any other declarations, certificates or items of evidence.

Technical documents may be submitted in Slovenian, English or German. If the documents are submitted in a language other than those stated above, the contracting authority reserves the right to request that the tenderer have them translated into Slovenian. The costs of translation shall be borne by the tenderer.



Tenderers shall submit technical documentation and other items of evidence via the e-JN ("Other enclosures" section).

**EVIDENCE:**

- A completed **ESPD** ("Part VI: Concluding statements")
- a **Certificate or Certificates of Authenticity**;
- a **Condition Report**;
- any other technical documents on the instrument or instruments offered (e.g. catalogues, technical descriptions);
- any photographs relating to the instrument or instruments offered (these may be photocopies from a catalogue);
- any other declarations, certificates or items of evidence.

**9.1.3 Other conditions**

The economic operator (*i.e. tenderer, tenderers in a joint tender and all subcontractors*) has not been entered in the register of economic operators referred to in Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos 69/11 [UPB2], 158/20, 3/22 [ZDeb] and 16/23 [ZZPri]) and has not been prohibited from transacting with the contracting authority on the basis of that article, and has no ties with a holder of public office and, to the best of its knowledge, has no ties with a family member of a holder of public office in the manner defined in Article 35(1) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos 69/11 [UPB], 158/20 and 3/22 [ZDeb]).

**EVIDENCE:**

A completed **ESPD** ("Part VI: Concluding statements") and Form 4 ("**Declaration of the integrity of economic operators**")

**10. CRITERIA**

The criterion for selecting the most advantageous tenderer for an instrument is: **the most economically advantageous tender**.

The most economically advantageous tender for an instrument shall be determined by means of a points-based assessment (0–100 points) of the following criteria:

ITEM NO	CRITERION	Maximum number of points
1	Tender price in EUR excl. VAT	30 points
2	Condition and state of preservation of the instrument	30 points
3	Tonal quality	40 points
<b>TOTAL</b>		<b>100 points</b>

The total number of points is obtained by adding together the points for each individual criterion.

**1. TENDER PRICE**

Tenderers should formulate the price for each instrument offered using the contracting authority's requirements as set out in the tender dossier as a guide.

Under the "price" criterion, the tenderer that offers the lowest price per instrument shall be awarded 30 points. The other tenderers shall receive points according to the following formula: Number of points = (lowest offered price of an acceptable tender/offered price of an acceptable tender) x 30.

**2. CONDITION AND STATE OF PRESERVATION OF THE INSTRUMENT**

Under the “Condition and state of preservation of the instrument” criterion, the contracting authority shall, during the tender review and evaluation phase, assess the state of preservation only of those instruments for which the tenderer has submitted:

- a Certificate or Certificates of Authenticity; and
- a Condition Report.

Two criteria shall be assessed under the “Condition and state of preservation of the instrument” criterion (a maximum 15 points is available for each):

	CRITERION	BRIEF DESCRIPTION	POINTS RANGE
1	<b>Condition of the wood</b>	An assessment shall be made of the general condition of the wood (splits, deformations), the quality of any remediation work, and the impact of any damage on the stability of the instrument.	14–15: smaller splits, good remediation work 10–13: large number of splits but adequately repaired 5–9: noticeable damage 0–4: major deficiencies
2	<b>Condition of the varnish</b>	An assessment shall be made of the condition of the varnish (originality, wear and tear), integrity and aesthetic appearance.	14–15: very well preserved or professionally refurbished 10–13: minor wear and tear or repairs 5–9: major wear and tear 0–4: damaged or inadequate
<b>TOTAL POINTS:</b>			<b>30</b>

**Description of the “Condition and state of preservation of the instrument” criterion:**

- An instrument that meets an individual criterion in full shall receive **15 points**.
- If an instrument meets a criterion in part but any deficiencies have been adequately remediated, it shall receive **10–14 points** depending on the extent and quality of the remediation work.
- If the instrument has major deficiencies or the remediation work is inadequate, it shall receive **5–9 points**.
- If the criterion is not met or the instrument is in poor condition and without adequate documentation/repair work, it shall receive **0–4 points**.

Tenderers may received **a maximum of 30 points** per instrument under this criterion.

### **3. TONAL QUALITY**

Five criteria, each worth a maximum of 8 points, shall be assessed under the “Tonal quality” criterion, as follows:

	CRITERION	BRIEF DESCRIPTION	POINTS RANGE
1	<b>Tonal colour</b>	An assessment shall be made of the richness and complexity of the tone. A violin with a colourful tone has a harmonically rich, full, warm and aesthetically pleasing sound.	0–8
2	<b>Tonal projection</b>	The capacity of the tone to be heard clearly and fully even at longer distances. A good tone penetrates space effortlessly.	0–8
3	<b>Tonal strength (volume level)</b>	An assessment shall be made of the natural (unforced) strength of the tone. The instrument must be capable of good levels of volume with no loss of quality.	0–8
4	<b>Balance of registers</b>	The tone should be of the same quality and strength on all strings and in all bowing	0–8

		positions. Poor or markedly different registers shall lower the number of points awarded.	
5	<b>Tonal resonance</b>	The violin must resonate freely and sound free and open.	0–8
<b>TOTAL POINTS:</b>			<b>40</b>

**Description of the assessment of the “Tonal quality” criterion:**

The assessment is based on the degree to which each tonal quality criterion is met. The assessor shall assign points on the basis of the following guidelines:

- An instrument that meets an individual criterion in full, and demonstrates all the required characteristics without detectable deficiencies shall receive **7.5–8 points**.
- An instrument that meets a criterion in part but whose deficiencies have been adequately remediated (e.g. through adjustments, corrections, professional re-settings) shall receive **5–7 points** depending on the extent and quality of the remediation work.
- An instrument with major deficiencies in relation to an individual criterion (e.g. unbalanced registers, weak projection, narrow dynamic range) or whose remediation is inadequate shall receive **2–4 points**.
- If a criterion is not met (e.g. complete absence of tonal colour or serious issues with strength/projection), or if the instrument is in poor condition without adequate documentation and professional remediation, it shall receive **0–1 points**.

Tenderers may receive **a maximum of 40 points** per instrument under this criterion.

The maximum number of points is 100.

The instrument that receives all 40 points under the “Tonal quality” criterion and at least 23 points under the “Condition and level of preservation of the instrument” shall be selected regardless of the “Tender price” criterion. The contracting authority reserves the right not to select any instrument if none of the instruments offered receive all the points available (40) under the “Tonal quality” criterion.

**Inspection and testing of instruments**

During the tender review and evaluation phase, tenderers shall ensure that the instruments they are offering are physically present for the requirements of inspection and testing, which will be performed by an expert committee appointed by the contracting authority, in accordance with the criteria set out in this section of the tender dossier.

During the tender review and evaluation phase, the contracting authority shall invite tenderers by email to present those of the instruments they are offering that meet all other requirements of the contracting authority as laid down in Section 9 of the tender dossier. The invitation shall be sent no later than eight (8) days in advance of the presentation. The letter shall give the time, duration, location and method by which the instruments are to be inspected and tested.

The inspection and testing of instruments shall be carried out by the contracting authority’s experts. Instrument testing shall involve an evaluation of the condition and level of preservation of the instrument and the quality of the tone (see Sections 2 and 3 of these criteria). The contracting authority’s expert committee shall draft a report classifying the instruments according to the criteria.

**The contracting authority reserves the right not to inspect or test instruments in Ljubljana that are already to be excluded from the evaluation procedure on account of a failure to meet the conditions set down in the tender dossier (e.g. because of a missing, inadequate or incomplete Certificate of Authenticity or Condition Report).**

The tender price must include all costs associated with the testing of the instruments at the location in Ljubljana, i.e. travel expenses, accommodation expenses, instrument insurance costs, and costs

associated with the inspection and testing of the instruments. The contracting authority shall not recognise any subsequent additional costs.

A tender submitted by a tenderer that does not enable the instruments it is offering to be inspected or tested shall be excluded from further evaluation and deemed to be unacceptable.

## 11.TENDER

### 11.1. Tender documentation

The tender documentation comprises the following documents:

1. the "Tender" form;
2. the "Registration" form with Annex 1 "Declaration of tenderer using subcontractors" and Annex 2 "Subcontractor's request for and agreement to direct payment";
3. the "ESPD – Tenderer" form;  
the "ESPD – All other participants" form;
4. the "Declaration of the integrity of economic operators" form;
5. the "Contracting authority's technical specifications" form;
6. the "Sample agreement" form;

evidence of compliance with the technical specifications and other requirements of the contracting authority (e.g. photographs, catalogues, certificates).

The forms containing declarations that a tenderer is required to submit are part of the contract documentation. Declarations may be enclosed with these forms or on the tenderer's forms (which may not deviate substantially from the forms presented here).

**Tenderers shall submit their tenders on forms in the Slovenian language. In the event that a tender is submitted both on forms in Slovenian and on forms in English, the information provided in the Slovenian-language forms shall be deemed official and binding. For the resolution of any disputes, the tender documentation or its official translation into Slovenian shall always prevail.**

Tenderers shall guarantee, under criminal and material liability, that all information and documents submitted in their tender are true and accurate, and that the files enclosed correspond to their originals. If they fail to do so, tenderers shall be liable to the contracting authority for any damage it sustains. The contracting authority reserves the right to inspect the original documents.

All the tender documentation that the tenderer has submitted to the e-JN system, with the exception of the documents for which a signature is explicitly stated and required, shall be deemed to have been signed when the tender is signed.

The authorisations required for the purpose of making enquiries in official records must be signed by hand or electronically. The contracting authority reserves the right to check the authenticity of declarations or certificates with the person who has signed them.

### 11.2 Preparation of a tender

#### 11.2.1 "Tender" form

Tenderers may, in their tenders, give prices for at least **one (1)** and no more than **five (5)** different violins. The prices must be given separately for each violin.

The tenderer must complete all the items in the "Tender" form to at least two (2) decimal points. If they fail to do so, the contracting authority shall round the value off to two decimal places itself, paying due regard to the generally applicable rules on the rounding-off of monetary amounts.

If a tenderer fails to enter a price under a specific item, it shall be deemed not to be offering that item.

If the tenderer enters the price of EUR 0 (i.e. zero euros) under a specific item of the tender, it shall be deemed to be offering that specific item free of charge.

Tenderers may not modify the content of the contracting authority's tender form.

If the contracting authority finds clear calculation errors when reviewing and evaluating the tenders, it shall act in accordance with Article 89(7) ZJN-3.

**Tenderers shall enter the total tender value (excluding tax) in EUR and the amount of tax in EUR in the dedicated fields under the "Total tender value" section in the e-JN system, and shall do so for each instrument they are offering. The amount, including tax in EUR, is calculated automatically. Tenderers shall upload the "Tender" file in Word, Excel or pdf format to the "Pro forma invoice" section. The "Total tender value" entered into the same section and the document uploaded as the "Tender" to the "Pro forma invoice" section will be displayed and made available at the public opening of tenders.**

**In the event of discrepancies between the figures indicated in the "Total tender value" section and those in the document submitted to the "Pro- forma invoice" section, the figures in the document submitted in the "Pro forma invoice" section shall be deemed valid.**

If a tenderer submits documents with tender prices that differ from those given in the "Tender" form (as uploaded to the "Pro forma invoice" section of the e-JN information system), the contracting authority shall ignore the prices given in those documents and the tenderer shall be deemed to be offering the prices given in the "Tender" form.

The tender price is fixed, cannot be changed and shall include any discounts and all costs, such as:

- all the costs incurred by the tenderer during the tender evaluation phase in relation to the inspection and testing of instruments at a location determined by the contracting authority, including travel expenses, accommodation expenses, instrument insurance costs, and costs associated with the inspection and testing of the instruments;
- all costs associated with the delivery and handover of an instrument to the contracting authority at Kongresni trg 1, Ljubljana, in accordance with DDP (Incoterms 2025);
- all costs associated with procedures for readying the instrument for final use (e.g. customs, transport, storage, insurance of the instrument).

#### **Terms of payment:**

The contracting authority shall pay the due contractual amount to the tenderer's current account on the basis of an invoice, and shall do so within thirty (30) days of receiving the invoice.

The tenderer shall issue the invoice immediately after successful acceptance of the instrument and all pertaining documents by the contracting authority.

If the tenderer is a natural person, the contractual amount for the instrument shall be paid on the basis of the agreement concluded and within thirty (30) days of the successful handover of the instrument.

#### **11.2.2 "Registration" form**

Tenderers shall enter the required information in the "Registration" form and upload it to the "Other documents" section of the e-JN information system. Instructions for completing the form are provided for each item within the form itself.

#### **11.2.3 "ESPD for all economic operators" form**

The ESPD is an official declaration by an economic operator that there are no grounds for its exclusion and that it meets the conditions for participation. It also provides the relevant information required by the contracting authority. The ESPD also includes an official statement that the economic operator will

be able to submit supporting documents upon request and without delay in order to prove that there are no grounds for its exclusion and that it meets the conditions for participation. By submitting the ESPD, the tenderer also confirms that it meets all other requirements applying to the public supply contract.

By submitting the ESPD, the tenderer shall also be deemed to have submitted a statement confirming that it has no ties with a holder of a public office and, to the best of its knowledge, has no ties with a family member of a holder of a public office in the manner prescribed in the Article 35(1) of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos 69/11 [official consolidated version], 158/20 and 3/22 [ZDeb], hereinafter: ZIntPK).

The statements in the ESPD and/or the supporting documents submitted by the economic operator must correspond to the actual situation and be valid.

The economic operator shall import the contracting authority's ESPD (XML file) at the following link <https://ejn.gov.si/espd>, and enter the required data directly into it.

A completed and signed ESPD must be enclosed with the tender for all economic operators participating in the tender in any manner (tenderer, participating tenderers in the case of a joint tender, economic operators whose capacities are used by the tenderer, and subcontractors).

Tenderers that submit tenders to the e-JN system shall upload their own ESPD to the "ESPD – Tenderer" part of the "Documents" section, and ESPDs from other participants to the "ESPD – Other participants" part of the "Participants" section. Tenderers that submit tenders in the e-JN system shall upload an electronically signed ESPD in XML form or an unsigned ESPD in XML form, whereby in the latter case it shall be deemed, in line with the General Terms and Conditions for Use of the e-JN Information System, that a legally binding document has been submitted, with the same validity as a signed document.

Tenderers shall submit hand-signed ESPDs for other participating tenderers to the "ESPD – Other participants" section in pdf format or in an electronically signed XML file.

#### **11.2.3 "Contracting authority's technical requirements"**

The items offered in the tender must meet at least the contracting authority's minimum technical requirements as stated in the "Contracting authority's technical requirements" form (Form 5).

#### **11.2.4 "Other tender documents"**

Tenderer must submit a "**Declaration of the integrity of economic operators**" form (Form 4).

Tenderers must upload other documents from the tender documentation to the "Other documents" section of the e-JN information system.

Documents uploaded to the "Other documents" section may be scanned as a pdf document or in another format that enables the scanned document to be stored (e.g. tif, jpg), and may be physically signed (if a signature is required). They may also be signed electronically and uploaded as a pdf document.

### **11.3 Other provisions relating to the preparation of tenders**

#### **11.3.1 Joint tenders**

If a group of tenderers submits a joint tender, each tenderer must meet all the conditions laid down in Section 9.1.1 ("Exclusion grounds") of these instructions.

The contracting authority shall exclude a joint tender from the public procurement procedure if it is demonstrated that the grounds for exclusion referred to in Article 75 ZJN-3 exist against any of the tenderers involved in the joint tender. If any of the tenderers is not in the position referred to in Section

9.1.1 of these instructions, the contracting authority shall act in accordance with Article 75(9), (10) and (11) ZJN-3.

A tenderer shall also enclose with the tender completed ESPDs for every legal entity that is to take part in the joint tender.

“Registration” and “Tender” forms shall be submitted by all tenderers that are part of a joint tender together (i.e. a single form signed by at least one of the tenderers that will be taking part in the joint tender).

In the case of a joint tender, the legal entities involved should list all the other entities that are to take part in the joint tender in the “Registration” form. Tenderers taking part in a joint tender may also designate one legal entity as the legal entity with which the contracting authority shall communicate until the adoption of a decision on the public supply contract. Otherwise, the contracting authority shall address all documents to all those taking part in the joint tender.

If such a group of tenderers is selected to perform the public supply contract, the contracting authority may request the submission of an agreement on the joint performance of the contract (e.g. a cooperation agreement) stating precisely the tasks and responsibilities that will be assumed by each of the tenderers for performance of the contract. Notwithstanding this, the tenderers shall bear joint and several liability to the contracting authority.

In the event of a discrepancy between the economic operators within the joint tender entered in the e-JN information system and those entered in the “Registration” form, the entry in the “Registration” form shall be deemed to be valid.

### **11.3.2 Tenders with subcontractors**

If a tenderer is to participate in the performance of the contract with subcontractors, it must list all the subcontractors and specify which parts of the public supply contract it intends to subcontract in the ESPD and the “Registration” form, along with the proposed subcontractors’ contact details and statutory representatives.

The tenderer shall also enclose with the tender completed ESPDs for each subcontractor with which it is to perform the contract.

If there are grounds for excluding a subcontractor or if a subcontractor is in one of the positions referred to in Section 9.1.1 (“Exclusion grounds”) of these instructions, the contracting authority shall reject that subcontractor.

If a tenderer performs the public supply contract with subcontractors, it shall:

- list all the subcontractors and every part of the public supply contract that it intends to subcontract;
- list the contact details and the statutory representatives of the proposed subcontractors;
- enclose ESPDs completed by the subcontractors in accordance with Article 79 ZJN-3; and
- enclose any requests for direct payment made by subcontractors.

In the course of the performance of the public supply contract, the selected tenderer shall notify the contracting authority of any changes to the information referred to in the previous paragraph, and send the information on the new subcontractors it plans to include subsequently in the performance of the contract no later than five (5) days after the change. When including new subcontractors, the lead contractor shall also deliver with the notification the information and documents referred to in the second, third and fourth indents of the preceding paragraph.

The contracting authority shall reject any subcontractor appointed subsequently:

- if there are grounds for excluding them under Section 9.1 of this tender dossier and their replacement is required;
- if this could affect the smooth performance or completion of the works;



- if the new subcontractor does not meet the conditions applying to the awarding of the public supply contract.

Direct payment to a subcontractor shall be deemed to be required only if a subcontractor requests direct payment. The obligation of direct payment shall be binding on both the contracting authority and the lead contractor. Where the tenderer intends to perform the public supply contract with a subcontractor requiring direct payment in accordance with this article:

- the lead contractor shall authorise the contracting authority in the agreement to pay the subcontractor directly on the basis of an invoice or statement approved by the lead contractor;
- the subcontractor shall provide a letter of consent on the basis of which the contracting authority settles the subcontractor's receivables from the tenderer;
- the lead contractor shall attach an invoice or statement issued by the subcontractor that it has previously approved to its own invoice or statement.

For nominated subcontractors that will not require direct payments, the contracting authority shall request that the lead contractor send it the following within sixty (60) days of the payment of the final invoice or statement: its own written declaration and the written declaration of the subcontractor that the subcontractor has received payment for the works executed. Should the contractor fail to act in accordance with this provision, the contracting authority shall submit a proposal to the National Review Commission to initiate the administrative offence proceedings referred to in point 2 of Article 112(1) ZJN-3.

The selected tenderer shall assume full liability for the performance of the contract vis-à-vis the contracting authority.

#### **11.3.4 Appointment of an agent for service of process**

If an economic operator is established in another country and does not have an authorised person in Slovenia, it must, when submitting its tender, appoint a person authorised to receive documents in Slovenia on its behalf. The tenderer shall enter the required information on the agent for service of process in Form 2 ("Registration").

#### **11.3.5 Variant tenders**

Variant tenders are permitted as follows: a tenderer may offer between one (1) and five (5) instruments (violin) that meet the contracting authority's technical requirements as set out in Form 5 ("Technical specifications"). Tenderers must give separate prices for each violin in Form 1 ("Tender").

The contracting authority shall select the most economically advantageous tender on the basis of the criteria set – that is, the violin awarded the most points under the conditions and criteria set out in the tender dossier.

#### **11.3.6 Language used in the tender**

The procurement procedure shall be conducted in the Slovenian language. All documents relating to the tender shall be in Slovenian. Technical documentation (catalogues, technical documents, etc.) for the subject of the public supply contract may also be submitted in English or German.

**Solely as an aid in preparing tenders, the contracting authority shall also publish an English version of the tender documentation and forms on the Public Procurement Portal. For the resolution of disputed matters, the Slovenian-language tender documentation and forms shall always prevail.**

#### **11.3.7 Preparation of tenders and their submission to the e-JN system**

Tenderers shall submit their tender documents as follows: after registering/logging into the e-JN system at <https://ejn.gov.si/eJN2>, it selects the "Participate in the public supply contract" option for the public supply contract in question. This opens the page from which the tender may then be prepared. After the data and documents have been entered, the tenderer saves the data and documentation in the system and submits it using a qualified electronic signature.

Detailed instructions regarding the method of preparing and submitting tenders are provided in the Instructions on using the e-JN system, which are part of the public supply contract documentation and available online at <https://ejn.gov.si/eJN2>.

### **11.3.8 Validity of tenders**

Tenders shall be valid for **at least six (6) months** from the date set for the receipt of tenders.

In exceptional cases, the contracting authority may require tenderers to extend the validity of their tenders for a specified additional period. The contracting authority shall not allow tenderers to amend their tenders when the period of validity is being extended, unless this is done in accordance with Article 89(5), (6) and (7) ZJN-3.

### **11.3.9 Costs of tenders**

All costs incurred in the process of preparing and submitting a tender shall be borne by the tenderer.

## **12. NOTIFICATION OF THE CONTRACT AWARD DECISION**

The contracting authority shall publish the signed contract award decision on the public procurement portal. The decision shall be deemed to have been served on the day of its publication on the public procurement portal.

## **13. WITHDRAWAL FROM PERFORMANCE OF THE PUBLIC SUPPLY CONTRACT**

Pursuant to Article 90(8) ZJN-3, the contracting authority may, for justified reasons, withdraw from implementation of the public supply contract procedure after the award decision has been taken but before the agreement is signed, where it no longer requires the subject of the public supply contract, or no longer has the funds to finance it, or where there is a justified suspicion that the content of the agreement was or could have been the result of a criminal offence, or where other exceptional circumstances have arisen which the contracting authority could not influence or foresee, and which have made the performance of the public supply contract with the selected tenderer impossible. In such a case, the contracting authority shall inform the tenderers in writing of its decision and of the reasons for withdrawing from the implementation of the public procurement procedure.

The contracting authority shall not be liable for any damage that the selected tenderer has incurred or might have incurred for the reasons stated above.

## **14. AGREEMENT**

The contracting authority shall conclude an agreement with the selected tenderer.

Under Article 14(6) of the Integrity and Prevention of Corruption Act (hereinafter: ZIntPK), the selected tenderer shall, at the contracting authority's request and prior to signing the agreement, submit a declaration or information on the participation of natural persons and legal entities in the ownership of the candidate, including the participation of silent partners, and on the economic operators that, according to the provisions of the law governing companies, are deemed to be affiliates of the candidate ("Declaration on the tenderer's ownership structure"). If the tenderer submits a false declaration or provides false information with regard to the aforementioned facts, the agreement shall be declared null and void.

The selected tenderer must sign the agreement and return it to the contracting authority within five (5) days of receiving it.

Prior to being signed, the agreement shall be adjusted to take account of whether the tenderer is to submit a joint tender, engage subcontractors and similar.

## **15.LEGAL RECOURSE**

A request for review that relates to the content of the notice and/or tender dossier may be lodged within ten (10) working days of the publication of a public supply contract notice or notice of additional information, information on incomplete procedure or correction, if such notice serves to amend or supplement the requirements or criteria for selection of the most advantageous tenderer, whereby the request for review may relate to the amended, supplemented or clarified content of the notice or tender dossier, or directly to a statement contained in the initial notice or tender dossier. A request for review may not be lodged after the tender submission deadline, unless the tender submission deadline is shorter than ten (10) working days. In this event, a request for review may be lodged within ten (10) working days of the day the contract notice is published.

A request for a review shall be lodged via the eRevizija website. The request for review must contain all the mandatory elements referred to in Article 15 of the ZPVPJN. Confirmation of payment of the fee must be enclosed with the request for review.

The fee amounts to EUR 4,000 and is paid to the bank account of the Ministry of Finance at Banka Slovenije, Slovenska 35, 1505 Ljubljana, Slovenia, IBAN: SI56 0110 0100 0358 802, SWIFT CODE: BSLJSI2X, ref no 11 16110-7111290-XXXXXXLL (public supply contract no + year) – payment of fee for a public procurement review procedure.

If the eRevizija portal is not working leading up to the expiry of a deadline on account of technical issues, Article 13a(6) of the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No 43/11 [corrigenda]) shall be applied.

University of Ljubljana, Academy of Music  
under authorisation of BANKA SLOVENIJE