

**Project name: GIGA Nuclear Magnetic Resonance – GIGA NMR<sup>1</sup>**

Date: 13 May 2026

Number: 302/7-O-CATS/26

# **PROCUREMENT DOCUMENTS IN ACCORDANCE WITH THE PROCUREMENT PROCEDURE TO PURCHASE GOODS UNDER THE DESIGNATION 302/7-O-CATS/26**

## **CONTENTS:**

Public procurement documents comprise the following:

1. Instructions to Tenderers for Preparing the Tender
2. Electronic “ESPD” form (.xml file) – for all economic operators in the tender
3. Form “Tenderer’s Statement on Meeting the Selection Criteria”
4. Form “Authorization to Legal Persons”
5. Form “Authorization to Natural Persons”
6. Form “Subcontractor’s Statement on Meeting the Selection Criteria”
7. Form “Pro-Forma Invoice” (file: Pro-Forma.xlsx)
8. Form “Summary of the Pro-Forma Invoice – Recapitulation” (file: Summary\_of the Pro-Forma Invoice.docx)
9. Form “Payment Method”
10. Form “Tenderer’s List of References”
11. Form “Tenderer’s Certificate of References”
12. Form “Agreement on Submitting a Joint Tender” (Model)
13. Form “Subcontractor’s Consent”
14. Form “Statement on the Participation of Natural and Legal Persons in the Ownership of the Economic Operator”
15. Form “Model Contract”
16. Form “Advance Payment Guarantee in accordance with URDG–758”
17. Form “Performance Guarantee in accordance with URDG-758”
18. Form “Guarantee for the Rectification of Faults within the Guarantee Period in accordance with URDG-758”
19. Technical Specifications for Lots 1-5 (Folder 14\_A\_TS\_Lots 1-5)
20. Form “Attachment 2 – Declaration of Compliance with the Contracting Authority’s Minimum Technical Requirements and Specifications of the Offered Equipment” – for each lot (Folder 14\_B\_Attachments 2\_Lots 1-5)
21. Form “Equipment Manufacturer’s Written Statement”
22. Instructions for using the e-JN system: TENDERERS, available at: <https://ejn.gov.si/>

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<sup>1</sup> The operation is co-financed by the European Union from the European Regional Development Fund under the European Cohesion Policy Programme 2021–2027, Policy Objective 1: A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity, under Priority 11: Development of Strategic Technologies for Europe – STEP, and under Specific Objective RSO1.6: Support for investments contributing to the objectives of the Strategic Technologies for Europe Platform (STEP).

# **INSTRUCTIONS TO TENDERERS FOR PREPARING THE TENDER**

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## 1. CONTRACTING AUTHORITY

Name of the Contracting Authority	UNIVERSITY OF MARIBOR
Address	Slomškov trg 15, 2000 Maribor
Tax number	SI 71674705
Registration number	5089638000
Legal representative of the Contracting Authority	prof. dr. Zdravko Kačič, Rector
Name of the User and Payer	University of Maribor, Faculty of Chemistry and Chemical Engineering
Address	Smetanova ulica 17, 2000 Maribor
Tax number	SI 71674705
Registration number	5089638012
Legal representative of the User	prof. dr. Zoran Novak, Dean

The Contracting Authority invites all interested tenderers to submit a tender in line with the requirements set out in the public procurement documents (hereinafter: procurement documents).

## 2. FINANCING METHOD



REPUBLIKA SLOVENIJA  
MINISTRSTVO ZA VIŠOKO ŠOLSTVO,  
ZNANOST IN INOVACIJE



Sofinancira  
Evropska unija

### Project name: GIGA Nuclear Magnetic Resonance – GIGA NMR

The operation is co-financed by the European Union from the European Regional Development Fund under the European Cohesion Policy Programme 2021–2027, Policy Objective 1: A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity, under Priority 11: Development of Strategic Technologies for Europe – STEP, and under Specific Objective RSO1.6: Support for investments contributing to the objectives of the Strategic Technologies for Europe Platform (STEP).

## 3. PUBLIC PROCUREMENT DESIGNATION AND SUBJECT-MATTER

**Designation of the public procurement:** 302/7-O-CATS/26

**Subject-matter of the public procurement:** “Purchase and Delivery of the Equipment for the Center for Solid-State Analysis”

**Short description of the subject-matter of the public procurement:** The subject-matter of the public procurement is the purchase and delivery of equipment for the establishment and upgrading of a state-of-the-art research infrastructure for solid-state analytics, intended for support, development and production of critical technologies in the fields of biotechnology, biopharmaceuticals, and related advanced industries.

**Notice of the inclusion of a suspensive condition:**

The contract for the subject-matter of the public procurement will be concluded subject to a suspensive condition, namely that the University of Maribor, on the basis of the issued funding decision by the managing authority, concludes a co-financing agreement for the operation with the Ministry of Higher Education, Science and Innovation. The contract shall enter into force only once the Contracting Authority has fully secured the funds necessary for the implementation of the subject public procurement.

The suspensive condition shall be deemed fulfilled, and the contract shall take effect, upon the Contracting Authority's conclusion of the co-financing agreement. If the suspensive condition is not fulfilled within one year from the finality of the decision on the award of the public procurement, the contract shall be deemed terminated.

The Contracting Authority shall notify the selected contractor of the acquisition of co-financing funds for the subject public procurement no later than within 14 days.

The public procurement is divided into five (5) lots, namely:

- lot 1: High-resolution secondary ion mass spectrometry system (Orbitrap SIMS)
- lot 2: X-ray photoelectron spectroscopy equipment for operation at near-ambient pressure (NAP-XPS)
- lot 3: Fully automated multi-analysis UHV system for the analysis of surfaces and interfacial layers
- lot 4: Equipment for three-dimensional surface characterization, optical imaging, and elemental analysis of materials
- lot 5: System for nano- and micro-infrared microscopy

A more detailed specification of the Public Contract, deadlines for delivery or implementation and other requirements are set out in the attachment "Technical Specifications" (for lots 1, 2, 3, 4 and 5) – folder "14\_A\_TS\_lots 1-5", model contract and the relevant Instructions to Tenderers for Preparing the Tender.

Within the subject procurement, the Contracting Authority will enable potential tenderers to conduct a prior site visit, for which the tenderers will receive a confirmation form that they must complete and bring with them to the site visit (Point 11.2.4. of the Instructions to Tenderers for Preparing the Tender).

The main CPV code:

38000000: Laboratory, optical and precision equipment (excluding glasses)

Supplementary CPV codes:

Lot 1: 38433100 Mass spectrometer

Lot 2: 38433000 Spectrometers

Lot 3: 38430000 Detection and analysis apparatus

Lot 4: 38510000 Microscopes

Lot 5: 38510000 Microscopes

#### **4. METHOD OF AWARDING THE PUBLIC CONTRACT**

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In accordance with Article 40 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, 14/18, 121/21, 10/22, 74/22 – Decision of the Constitutional Court, 100/22 – ZNUZSZS, 28/23, 88/23 – ZOPNN-F and 83/25 – ZOUL; hereinafter: ZJN-3), awarding the concerned public contract is subject to open procedure.

The tenderer may tender for any lot, one lot, two lots, three lots, four lots or for all lots.

**Tenderer specifies in the ESPD form the lot it is tendering for.** If this is not explicitly indicated, the Contracting Authority will consider that the tenderer is tendering for the lot for which it has indicated the prices in the Pro-Forma Invoice form.

Tendering for each of the lots requires the absence of all the grounds for exclusion, specified in Point 9.1.1. of these Instructions. Other requirements of the Contracting Authority (terms and conditions of participation and requirements laid down in other parts of the Instructions to Tenderers for Preparing the Tender) have to be met by tenderers as laid down for each lot. **Unless specifically provided, the requirements of the Contracting Authority apply to all lots.** The tender within the lot has to cover all the tender items of that lot. The Contracting Authority shall not consider tenders relating only to a part of a particular lot or shall identify them as inadmissible and consequently exclude them from the award of the concerned contract. The Contracting Authority shall select the most favourable tenderer on the basis of the selection criteria for each lot and award the contract by individual lots.

Based on the conditions and criteria set out in the tender documents, the Contracting Authority shall **for each individual lot select the tenderer with which it shall conclude a contract.**

## 5. DEADLINE AND MANNER OF TENDER SUBMISSION

Tenderers shall **submit their tenders to the e-JN information system** (hereinafter: e-JN system) at <https://ejn.gov.si/> in accordance with Point 3 of the Instructions for using the e-JN information system: TENDERERS (hereinafter: Instructions for using the e-JN), which are part of these tender documents and published at <https://ejn.gov.si/>.

Prior to the submission of his tender, the tenderer shall register at <https://ejn.gov.si/>, in accordance with the Instructions for Using the e-JN. If the tenderer is already registered in the e-JN information system, it shall log into the application at the same address.

The user of the tenderer who is authorised to submit tenders in the e-JN system submits the tender by clicking the "Submit" button. Upon submitting the tender, the e-JN system records the identity of the user and time of submission. By submitting the tender, the user shows and declares the will to submit a binding tender in the name of the tenderer (Article 18 of the Code of Obligations<sup>2</sup>). By submitting, the tender shall be binding for the period set out in the tender, unless the user of the tenderer withdraws or amends it before the deadline for the submission of tenders.

The tender shall be considered as submitted on time, if the Contracting Authority receives it through the e-JN information system at [https://ejn.gov.si](https://ejn.gov.si/) **no later than 19 June 2026 until 10.00**. The tender shall be considered as submitted when it is marked with the status "SUBMITTED" in the e-JN information system.

The tenderer may withdraw or amend its tender until the deadline for the submission of tenders. If the tenderer withdraws its tender in the e-JN system, it is understood that the tender was not submitted and the Contracting Authority will not be able to see it in the e-JN system. If the tenderer shall amend its tender in the e-JN information system, the Contracting Authority will see the last submitted tender in the system.

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

## 6. TIME AND PLACE OF OPENING OF TENDERS

Tenders will be opened automatically in the e-JN information system on **19 June 2026**. The opening will commence **at 11:01** on the following website: [https://ejn.gov.si](https://ejn.gov.si/).

The opening is carried out as follows: at the time designated for the public opening of tenders, the e-JN system automatically displays data on the tenderer, on variants, if they have been required or admitted, total tender

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<sup>2</sup> [Code of Obligations](#) (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Decision of the Constitutional Court and 20/18 – OROZ631).

value and enables access to the file that the tenderer uploads to the e-JN system in the section “Total tender value”, part “Pro-Forma Invoice”.

## **7. LEGAL BASIS**

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The contracting authority carries out the procedure of awarding a public contract based on the applicable law and statutory acts governing public procurement, in accordance with the applicable legislation governing matters of public finances as well as the field of the subject-matter of the public contract.

## **8. BASIC RULES ON ACCESS, NOTIFICATIONS AND CLARIFICATIONS REGARDING THE DOCUMENTS**

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### **8.1 ACCESS TO DOCUMENTS**

Tenderers can obtain documents related to a particular public procurement on the Public Procurement Portal. Access to documents is free of charge.

### **8.2 NOTIFICATIONS AND CLARIFICATIONS REGARDING THE DOCUMENTS**

Communication with tenderers on issues related to the content of the public procurement and the preparation of tender is conducted exclusively through the Public Procurement Portal.

The Contracting Authority will consider requests for clarification of the procurement documents or any other question relating to the procurement as timely if it is raised at the Public Procurement Portal at the latest up to and including **05 June 2026 until 10.00**. The Contracting Authority shall not answer requests for clarifications or any other questions relating to the public procurement raised after this deadline. The Contracting Authority will answer the raised questions at the latest until **10 June 2026**.

In accordance with Article 67 of ZJN-3, the Contracting Authority may amend or supplement the documents. The Contracting Authority shall publish such amendments and supplements in the form of Appendices to the public procurement documents. Each Appendix to the public procurement documents shall become part of public procurement documents. Questions and answers published on the Public Procurement Portal are also considered as part of the tender documents.

## **9. QUALITATIVE SELECTION**

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### **9.1 QUALITATIVE SELECTION FOR THE PARTICIPATION IN THE PROCEDURE OF AWARDING A PUBLIC CONTRACT AND MEANS OF PROOF**

The **economic operator has to fulfil all criteria stated in this Point**, or as further specified in the requirements under each individual item.

Upon submission of the tender, as replacement of certificates issued by public authorities or third parties, in accordance with Article 79 of ZJN-3, the Contracting Authority shall accept:

- the European Single Procurement Document (ESPD), which presents tenderer’s own statement as preliminary evidence in relation to Points 9.1.1 to 9.1.2 of these Instructions,
- the completed, signed and stamped Form No. 3 “Tenderer’s Statement on Meeting the Selection Criteria” and
- the completed, signed and stamped Form No. 4 “Subcontractor’s Statement on Meeting the Selection Criteria” (*if the tenderer acts with subcontractors or entities whose capacities it uses in accordance with Article 81 of ZJN-3*).

In the ESPD form as well as in other forms, the economic operator has to provide all information based on which the Contracting Authority shall obtain certificates or other information in the national database and give its consent in the relevant form that the means of proof may be obtained by the Contracting Authority.

Before awarding the public contract, the Contracting Authority shall request from the tenderer who was awarded with the relevant contract to submit means of proof (certificates, statements) as evidence for the absence of grounds for exclusion referred to in Point 9.1.1 of these Instructions and for the fulfilment of the selection criteria referred to in Points 9.1.2 to 9.1.4 of these Instructions.

**The economic operator may submit the means of proof regarding the absence of grounds for exclusion referred to in Point 9.1.1 of these Instructions and means of proof regarding the fulfilment of the selection criteria referred to in Points 9.1.2 to 9.1.4 of these Instructions by itself.** The Contracting Authority reserves the right to verify the authenticity of the submitted means of proof with their signatory.

**If the economic operator's/tenderer's headquarters are not in the Republic of Slovenia and the tenderer cannot submit the required documents since the country in which it has its headquarters does not issue such documents or if these do not include all cases stated in chapter 9.1.1. (Points 1 to 4), they may be replaced by a declaration on oath, however, if the country in which the tenderer has its headquarters does not provide for such declarations, a declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the tenderer has its headquarters will suffice.**

The Contracting Authority may, at any time during the procedure, request the tenderers to submit all or part of the means of proof relating to the statements made in the ESPD.

Statements in ESPD and/or means of proof submitted by the tenderer must be valid.

Tenderers should, where appropriate, in preparing the tender take into account the Chapter 11.3.1 (Joint tender), 11.3.2 (Tender with subcontractors) and 11.3.3 (Capacities of other entities).

### **9.1.1 Exclusion grounds**

1. The economic operator or a person who is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein has not been the subject of a conviction by a final judgement for the criminal offences defined in the Criminal Code (Official Gazette of the Republic of Slovenia No. 50/12, 6/16, 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 and 16/23) stated in the first paragraph of Article 75 of ZJN-3 or for comparable criminal offences adjudicated by foreign courts.

If the economic operator is in the situation referred to in the previous paragraph, in accordance with the ninth Paragraph of Article 75 of ZJN-3, it may provide evidence to the Contracting Authority of having taken sufficient measures to demonstrate its reliability despite the existence of grounds for exclusion.

#### **MEANS OF PROOF:**

- **ESPD Form** ("Part III: Exclusion grounds, Section A: Reasons related to criminal convictions"), filled in by:
  - the tenderer,
  - all partners in the joint tender,
  - all subcontractors,
  - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3,
- Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**<sup>3</sup>;

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<sup>3</sup> Form No. "Tenderer's Statement on Meeting the Selection Criteria" is to be completed by the tenderer and all partners in the joint tender.



- Form No. 4 “**Subcontractor’s Statement on Meeting the Selection Criteria**”<sup>4</sup> (if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3),
- Authorization for the Contracting Authority to obtain data from the criminal records of the Republic of Slovenia for natural and legal persons (Form No. 3a – for all legal persons and No. 3b – for all natural persons) – in case of verification for foreign legal/natural persons.

The Contracting Authority will, before awarding the public contract, require from the tenderer to whom it has decided to award the concerned contract to provide it with the authorization to obtain criminal record information in Republic of Slovenia (for the legal and natural person or persons who are members of the administrative, management or supervisory body of the economic operator or who have powers of representation, decision making or control therein). **The Tenderer may submit the authorization to obtain criminal record information by itself (Form No. 3/a, 3/b).**

Completed ESPD Form in “Part III: Exclusion grounds, **Section A: Grounds relating to criminal convictions**”) for all economic operators in the tender. If your answer in this case is YES, enter the information required by the ESPD in the designated fields. If you are enforcing a corrective mechanism, by answering “Yes” to the question “Have you taken measures to demonstrate your reliability (‘self-cleaning’)?”, use the field “Describe them\*” to specify the infringements and the measures taken which can prove your reliability despite the existence of grounds for exclusion.

The above-mentioned forms must contain all the necessary information to enable the Contracting Authority to verify compliance with the relevant condition in the official records.

Economic operators may also submit the **certificates from criminal records** by themselves for all economic operators and for all natural persons of these economic operators. Certificates submitted this way, shall not be older than 4 (four) months from the deadline for submitting tenders.

The Contracting Authority reserves the right to obtain or verify the data from criminal records at the latest within ninety (90) days from the deadline for submitting tenders, both for the economic operator to whom it has decided to award the concerned contract as well as for all persons who are members of the administrative, management or supervisory body of that economic operator.

### **Tenders by tenderers with their headquarters outside the Republic of Slovenia**

If the economic operator has its headquarters in another Member State of the European Union or the natural person is not a citizen of the Republic of Slovenia and the Contracting Authority can obtain the proof referred to in this Point directly from the database in the other country free of charge with direct access to the national database, the ESPD Form must also include information necessary for this purpose, especially the web address of the database, ID data if required as well as the consent that the proof can be obtained by the Contracting Authority. **If the ESPD form will not include this information, the Contracting Authority shall understand that it is not possible for the Contracting Authority to access a particular certificate referred to in this Point free of charge with direct access to the national database of the relevant country and the economic operator will have to submit certificates from criminal records.**

If the Member State or a third country does not issue documents and certificates from the preceding paragraph or if these do not include all cases, they may be replaced by **a declaration on oath**. However, **if such a declaration is not provided for in the Member State or a third country, the tenderer may submit a declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the tenderer has its headquarters.**

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<sup>4</sup> Form No. 4 “Subcontractor’s Statement on Meeting the Selection Criteria” is to be completed by all subcontractors, if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.

2. The economic operator has to comply with the mandatory charges and other monetary non-tax liabilities, in accordance with the law governing financial administration, that are collected by the tax authority in accordance with the provisions of the country where the tenderer is established or the provisions of the country of the Contracting Authority. It is deemed that the economic operator fulfils the obligation from the previous sentence, if on the day of the submission of the applications or tenders the outstanding due charges amounting to EUR 50 or more are settled. On the day of the submission of the applications or tenders, all of the economic operator's calculations of withholding tax on employment income for the last five years up to the day of submitting the application or tender have to be submitted.

**MEANS OF PROOF:**

- **ESPD Form** (in "Part III: Exclusion grounds, Section B: Grounds relating to the payment of taxes or social security contributions"), filled in by:
    - the tenderer,
    - all partners in the joint tender,
    - all subcontractors,
    - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.
3. On the date of the expiry of the time limit for the submission of tenders, the economic operator is not allowed to be included in the register of economic operators with imposed sanctions of exclusion from the procurement procedure from Point a) of the fourth Paragraph of Article 75 of ZJN-3.

**MEANS OF PROOF:**

- **ESPD Form** (in "Part III: Exclusion grounds, Section D: National exclusion grounds") filled in by:
    - the tenderer,
    - all partners in the joint tender,
    - all subcontractors,
    - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.
4. In the three (3) years preceding the expiry of the time limit for the submission of tenders or applications, the competent authority of the Republic of Slovenia or another Member State or a third country did not identify at least two violations by the economic operator relating to remuneration for work, working time, rest periods, performing work based on civil law contracts despite the existence of employment relation elements or relating to undeclared employment, for which the economic operator has been convicted by a final judgement or final judgements for a minor offence.

The economic operator that is in the situation referred to in Point b) of the fourth Paragraph of Article 75 of ZJN-3, may, at the latest by the deadline for submitting tenders, provide evidence to the Contracting Authority of having taken sufficient measures to demonstrate its reliability despite the existence of grounds for exclusion.

**MEANS OF PROOF:**

- **ESPD Form** (in "Part III: Exclusion grounds, Section D: National exclusion grounds") filled in by:
  - the tenderer,
  - all partners in the joint tender,
  - all subcontractors,
  - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.

If your answer in this case is YES, and you are enforcing a corrective mechanism, state the infringements and the measures taken which can prove your reliability despite the existence of the mentioned ground for exclusion in your own statement and include it in the tender documents.

In accordance with the eighth Paragraph of Article 75 of ZJN-3, the Contracting Authority shall at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the

latter was or is either before or during the procedure in one of the situations referred to in Points of the Chapter 9.1.1. of these Instructions to Tenderers.

Tenders by tenderers with their headquarters outside the Republic of Slovenia:

When the country in which the economic operator has its headquarters does not issue some of the required documents regarding the fulfilment from Points 1 to 4 of Chapter 9.1.1 of the Instructions to Tenderers, **the economic operator may submit a declaration on oath, confirming that it meets the established condition. However, if such a declaration is not provided for in the country where the economic operator has its headquarters, the economic operator may submit a declaration made by the person concerned (Form No. 3/c, 3/d) before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the economic operator has its headquarters.**

5. Pursuant to Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229 of 31 July 2014, p. 1), as last amended by Council Regulation (EU) 2024/745 of 23 February 2024 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 2024/745 of 23 February 2024), the tenderer must not be:

- a Russian national or a natural or legal person, entity or body established in Russia,
- a legal person, entity or body whose ownership is more than 50% directly or indirectly held by an entity referred to in the previous point, or
- a natural or legal person, entity or body acting on behalf of or at the direction of an entity referred to in the previous two points.

The condition must be met by:

- the tenderer,
- all partners in the joint tender,
- subcontractors, if their share exceeds 10% of the contract value,
- all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.

#### **MEANS OF PROOF:**

- completed Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**,
- completed Form No. 4 **“Subcontractor’s Statement on Meeting the Selection Criteria”** (if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3).

In accordance with the first paragraph of Article 1h of Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the Contracting Authority shall, at any time during the procurement procedure, exclude an economic operator if it is established that one of the grounds for exclusion applied to it before or during the procurement procedure.

### **9.1.2 Selection criteria regarding the suitability to pursue the professional activity**

1. The economic operator has to be registered in one of the professional or trade registers kept in the Member State of their establishment. The list of professional or trade registers in EU Member States is provided in Annex XI to Directive 2014/24/EU.

#### **MEANS OF PROOF:**

- Completed **ESPD Form** (in “Part IV: Selection criteria, Section A: Relevance, entry in the relevant professional register OR trade register”), filled in by (the field “Reason\*” must be filled with the name of the register):

- the tenderer,
- all partners in the joint tender,
- all subcontractors,
- all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.

The ESPD Form must include all necessary data enabling the Contracting Authority to prove the fulfilment of a relevant criterion in official records. If such verification shall not be possible, the Contracting Authority shall urge the tenderer/economic operator to submit a copy of the registration in one of the professional or trade registers.

Tenders by tenderers with their headquarters outside the Republic of Slovenia:

**It is desirable that tenderers with their headquarters outside the Republic of Slovenia submit appropriate proof of registration in the relevant register already at the time of submitting the tender; otherwise, upon request by the Contracting Authority.**

#### **9.1.3 Selection criteria regarding technical and professional ability**

1.

**LOT 1:** In the **last three (3) years before the deadline for the submission of tenders**, the tenderer has successfully performed at least one (1) transaction of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of a high-resolution secondary ion mass spectrometry system with ORBITRAP analyzer, with a total contract value of at least EUR 1 000 000,00 (one million Euro 00/100) excl. VAT. Economic operators in the tender (tenderer, partner in the joint tender) may jointly meet the relevant criterion.

**LOT 2** In the **last three (3) years before the deadline for the submission of tenders**, the tenderer has successfully performed at least one (1) transaction of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of a system for environmental XPS (NAP XPS), with a total contract value of at least EUR 1 000 000,00 (one million Euro 00/100) excl. VAT. Economic operators in the tender (tenderer, partner in the joint tender) may jointly meet the relevant criterion.

**LOT 3:** In the **last three (3) years before the deadline for the submission of tenders**, the tenderer has successfully performed at least one (1) transaction of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of a fully automated multi-analytical UHV system for the analysis of surfaces and interfaces, with a total contract value of at least EUR 1 000 000,00 (one million Euro 00/100) excl. VAT. Economic operators in the tender (tenderer, partner in the joint tender) may jointly meet the relevant criterion.

**LOT 4:** In the **last three (3) years before the deadline for the submission of tenders**, the tenderer has successfully performed at least one (1) transaction of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of the equipment for three-dimensional surface characterization, with a total contract value of at least EUR 100 000,00 (one hundred thousand Euro 00/100) excl. VAT. Economic operators in the tender (tenderer, partner in the joint tender) may jointly meet the relevant criterion.

**LOT 5:** In the **last three (3) years before the deadline for the submission of tenders**, the tenderer has successfully performed at least one (1) transaction of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of a system for infrared microscopy, with a total contract value of at least EUR 250 000,00 (two hundred and fifty thousand Euro 00/100) excl. VAT. Economic operators in the tender (tenderer, partner in the joint tender) may jointly meet the relevant criterion.

#### **MEANS OF PROOF:**

- Completed Form No. 7 **“Economic Operator’s List of References”**
- Completed Form No. 8 **“Economic Operator’s Certificate of References”**

The tenderer submits Form No. 7 “**Economic Operator’s List of References**” already at the time of submitting the tender in the e-JN information system, the Form “Tenderer’s List of References” to the section “Other Attachments”.

It is desirable that the tenderer submits, together with the tender, a completed Form No. 8 “**Economic Operator’s Certificate of Reference**”, signed and stamped by the reference Contracting Authority or Contracting Authorities; otherwise, the Contracting Authority will request it during the tender evaluation phase from the tenderer to whom it intends to award the public contract. The Contracting Authority reserves the right to obtain the certificate of reference directly from the reference Contracting Authority.

The Contracting Authority (reference verifier) who verifies the reference certificate on the performed works is the third (legal) person, which means that the tenderer cannot verify the mentioned certificate to itself or to the contractor in joint performance, otherwise the reference will not be recognised.

During the tender evaluation phase, the Contracting Authority reserves the right to request from the tenderer to submit additional means of proof.

2. Throughout the duration of the public contract and the guarantee period, the tenderer has to provide servicing of hardware and software faults. The tenderer is also obliged to ensure the supply of original spare parts for the subject-matter of the public procurement.

Economic operators in the tender may jointly meet the relevant criteria.

#### **MEANS OF PROOF:**

- completed Form No. 3 “**Tenderer’s Statement on Meeting the Selection Criteria**”,
  - completed Form No. 4 “**Subcontractor’s Statement on Meeting the Selection Criteria**” (*if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3*).
3. **If the tenderer itself is not the manufacturer of the equipment (for lots 4 and 5: the main equipment)**, it shall have established business relationships with manufacturers of the equipment representing the subject-matter of the public contract, which ensure the tenderer a quality performance of the subject-matter of the public procurement. Specifically, the tenderer needs:
    - a) manufacturer's support for selling the offered technology or equipment, including delivery conditions, warranties and guarantee terms;
    - b) manufacturer’s consent confirming that it is informed of the tenderer’s intention to take part in the relevant procedure of awarding a public contract which also includes repairs under guarantee of the particular manufacturer’s equipment and a statement confirming that in case the tenderer is awarded the public contract, the manufacturer shall conclude a contract with the tenderer for technical support and delivery of all corrections and versions of the embedded software with the same functionality for the entire guarantee period, defined in the technical specifications, if such contract is not yet concluded;
    - c) concluded contracts with the manufacturers of offered equipment covering all technologies and all equipment necessary for the performance of the public contract;
    - d) at the time of submitting the tender and throughout the duration of the public contract and the guarantee period, equipment manufacturers’ certification of an adequate level of competence for quality integration, servicing, maintenance, repairs under guarantee and operation of the equipment offered under the terms set out in the model contract (response times, troubleshooting, delivery times, etc.);
    - e) upon signing the contract with the Contracting Authority concluded contracts with the equipment manufacturers for technical support and delivery of all corrections and versions of the embedded software within the same functionality for the entire guarantee period;

- f) manufacturer's support for servicing, warranty repairs of the offered technology or equipment, including the supply of spare parts;
- g) to be specialized in the configuration, sale, servicing, maintenance and repairs under guarantee of the equipment which is the subject-matter of the public procurement through professional qualification by the equipment manufacturer.

**If the tenderer itself is not the manufacturer of the equipment (lot 4 and lot 5: the main equipment), the Contracting Authority shall request a statement of the equipment manufacturer.**

Economic operators in the tender may jointly meet the relevant criteria.

**MEANS OF PROOF:**

- completed Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**,
- completed Form No. 4 **"Subcontractor's Statement on Meeting the Selection Criteria"** (if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3),
- The Contracting Authority will urge the tenderer (if it is not itself the manufacturer of the equipment, for lot 4 and lot 5: the main equipment) to whom it intends to award the concerned public contract to submit a completed, signed and stamped Form **"Equipment Manufacturer's Written Statement"** (Form No. 15), by means of which the tenderer states that it fulfils the criterion referred to in this Point of the Instructions.

If the tenderer is not the manufacturer of the equipment, it is desirable that the tenderer submits, together with the tender, the above-mentioned Form, otherwise, the Contracting Authority will request it during the tender evaluation phase from the tenderer to whom it intends to award the public contract.

4. Throughout the term of the contract and the warranty period, the tenderer has to have an established system for its own technical support, which has to provide the Contracting Authority/User (over the telephone during office hours or online through a web application or on demand over e-mail) with the following functionalities:
  - a) report equipment failure and record notification time;
  - b) possibility of monitoring the solving of open work orders from the moment of reporting the equipment malfunction to the moment of concluding the case;
  - c) possibility of entering comments and/or data into open work orders;
  - d) possibility of permanent insight into all, also already closed work orders;
  - e) guaranteed access (for the tenderer or the Contracting Authority/User) to the manufacturer's technical support centre for all equipment which is the subject-matter of the procurement as well as the possibility of monitoring potential communication of the tenderer with the manufacturer's technical support centre.

Economic operators in the tender may jointly meet the relevant criteria.

**MEANS OF PROOF:**

- completed Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**,
- completed Form No. 4 **"Subcontractor's Statement on Meeting the Selection Criteria"** (if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3).

5. The tenderer will provide a professionally qualified person or persons who shall conduct trainings on the handling of the equipment which is the subject-matter of the public contract, in accordance with the requirements of the Contracting Authority.

Economic operators in the tender may jointly meet the relevant criteria.

**MEANS OF PROOF:**

- completed Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**,
  - completed Form No. 4 **“Subcontractor’s Statement on Meeting the Selection Criteria”** *(if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3)*,
6. The tenderer meets the requirements of maintenance under guarantee, set out in the technical specifications/model contract for the subject-matter of the public procurement.

Economic operators in the tender may jointly meet the relevant criteria.

**MEANS OF PROOF:**

- completed Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**,
  - completed Form No. 4 **“Subcontractor’s Statement on Meeting the Selection Criteria”** *(if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3)*.
7. The offered deadline for performing the project complies with the requirements of the Contracting Authority.

Economic operators in the tender may jointly meet the relevant criteria.

**MEANS OF PROOF:**

- completed Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**,
- completed Form No. 4 **“Subcontractor’s Statement on Meeting the Selection Criteria”** *(if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3)*,

#### **9.1.4 Other requirements**

1. The economic operator is not listed in the records of business entities from Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text, 158/20, 3/22 – ZDeb and 16/23 – ZZPri; hereinafter referred to as: ZIntPK) and is, in accordance with this Article, not forbidden to do business with the Contracting Authority.

**MEANS OF PROOF:**

- Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**, filled in by:
  - the tenderer,
  - all partners in the joint tender *(in case tenderers participate in the joint tender)*
- Form No. 4 **“Subcontractor’s Statement on Meeting the Selection Criteria”** *(if the tenderer acts with subcontractors/other entities)*, filled in by:
  - all subcontractors,
  - other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.



## 10. CRITERION

### LOT 1:

The criterion for selecting the most favourable tenderer is the most economically advantageous tender. The Contracting Authority shall **award** the public contract for lot 1 **to the tenderer with the highest score** according to the formula below:

$$OS = P_{TP} + P_{PM}$$

The overall score is rounded to two (2) decimal places. The highest score that can be obtained according to the criteria is one hundred (100.00) points.

The used terms have the following meaning:

- OS = overall score
- $P_{TP}$ : points tender price
- $P_{PM}$ : points payment method

Criteria		Highest score
$P_{TP}$	Points tender price (in EUR excl. VAT)	95.00
$P_{PM}$	Points payment method	5.00
<b>Highest score</b>		<b>100.00</b>

$P_{TP}$  – points tender price (in EUR excl. VAT):

The total tender price (in EUR excl. VAT) serves as the criterion. The tender that offers the lowest tender price compared to other tenders – the minimum offered TP (in EUR excl. VAT), wins the highest score – ninety five (95) points, other tenders (offered TP) an adequately lower score, namely according to the value of the deviation of the offered price from the price of the most advantageous tenderer. The highest possible overall score that can be obtained in accordance with this criterion is ninety five (95) points.

$$P_{TP} = \left( \frac{\text{minimum offered TP}}{\text{offered TP}} \right) \cdot 95$$

$P_{PM}$  – points payment method:

The offered payment method serves as the criterion. According to the offered payment method, the tenderer obtains the following number of points:

- **a.) payment within thirty (30) days** from the date of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), issued by the Supplier after the performed handover (signed handover protocol by the Supplier and User): **five (5) points**
- **b.) payment within fifteen (15) days** from the date of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), issued by the Supplier after the performed handover (signed handover protocol by the Supplier and User): **three (3) points**
- **c.) eighty percent (80 %) payment** within thirty (30) days of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), issued by the Supplier after the **successfully performed delivery of equipment** (delivery note approved by the User and Payer) and twenty percent (**20 %) payment** within thirty (30) days after the signing of the handover record, signed by the Supplier and User, conditioned by the prior issuing of the e-invoice (*foreign Supplier: invoice*): **zero (0) points**



The highest possible overall score that can be obtained in accordance with this criterion is five (5) points.

**Means of proof:** The tenderer indicates the payment method in the correct space in **Form No. 6a “Payment Method”**.

If upon submitting the tender, the tenderer **fails to submit** the completed Form No. 6a “Payment method” or this Form is **incomplete** or **inadequate**, according to the payment method criterion, the tenderer **does not obtain any points, and it is deemed** that the tenderer selected the payment method under item c.)

## LOT 2:

The criterion for selecting the most favourable tenderer is the most economically advantageous tender. The Contracting Authority shall **award** the public contract for lot 2 **to the tenderer with the highest score** according to the formula below:

$$OS = P_{TP} + P_{PM}$$

The overall score is rounded to two (2) decimal places. The highest score that can be obtained according to the criteria is one hundred (100.00) points.

The used terms have the following meaning:

- OS = overall score
- $P_{TP}$ : points tender price
- $P_{PM}$ : points payment method

Criteria		Highest score
$P_{TP}$	Points tender price (in EUR excl. VAT)	95.00
$P_{PM}$	Points payment method	5.00
<b>Highest score</b>		<b>100.00</b>

$P_{TP}$  – points tender price (in EUR excl. VAT):

The total tender price (in EUR excl. VAT) serves as the criterion. The tender that offers the lowest tender price compared to other tenders – the minimum offered TP (in EUR excl. VAT), wins the highest score – ninety five (95) points, other tenders (offered TP) an adequately lower score, namely according to the value of the deviation of the offered price from the price of the most advantageous tenderer. The highest possible overall score that can be obtained in accordance with this criterion is ninety five (95) points.

$$P_{TP} = \left( \frac{\text{minimum offered TP}}{\text{offered TP}} \right) \cdot 95$$

$P_{PM}$  – points payment method

The offered payment method serves as the criterion. According to the offered payment method, the tenderer obtains the following number of points:

- **a.) payment within thirty (30) days** from the date of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), issued by the Supplier after the performed handover (signed handover protocol by the Supplier and User): **five (5) points**
- **b.) payment within fifteen (15) days** from the date of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), issued by the Supplier after the performed handover (signed handover protocol by the Supplier and User): **three (3) points**
- **c.) fifty percent (50 %) advance payment** within thirty (30) days from the date of submission of an appropriate advance payment guarantee, the supplier's written order confirmation (**conclusion of the contract counts as such confirmation**) and receipt of a duly issued electronic (pro-forma) invoice (*foreign Supplier: (pro-forma) invoice*) for the advance payment, **forty percent (40%) payment** within thirty (30) days of receipt of the correctly issued e-invoice (*foreign Supplier: invoice*), after the successfully performed delivery of equipment (delivery note approved by the User and Payer), **ten percent (10%) payment** within thirty (30) days after the signing of the handover record, signed by the Supplier and User, conditioned by the prior issuing of the e-invoice (*foreign Supplier: invoice*): **zero (0) points**

The highest possible overall score that can be obtained in accordance with this criterion is five (5) points.

**Means of proof:** The tenderer indicates the payment method in the correct space in **Form No. 6a "Payment Method"**.

If upon submitting the tender, the tenderer **fails to submit** the completed Form No. 6a "Payment method" or this Form is **incomplete or inadequate**, according to the payment method criterion, the tenderer **does not obtain any points, and it is deemed that the tenderer selected the payment method under item c.)**

### LOT 3, LOT 4, LOT 5:

The criterion for selecting the most favourable tenderer (in lots 3, 4, 5) is the most economically advantageous tender for (individual) lot established on the basis of the **lowest tender price for the entire quantity in EUR excl. VAT**.

If two or more tenderers submit the same tender price for the entire quantity (in EUR excluding VAT), the contract shall be awarded to the tenderer who submits the tender earlier (based on the date and time of receipt of the tender in the e-JN system).

## 11. TENDER

### 11.1 TENDER DOCUMENTATION

Tender documentation comprises the following documents:

1. completed Form No. 2 »ESPD« (for all economic operators in the tender) **in .xlsx format for the tenderer / partner or in .pdf format for other participants in the tender**;
2. completed, signed and stamped Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**;
1. completed, signed and stamped Form No. 3a and 3b **"Authorization to Obtain Criminal Record Information for Legal and Natural Persons"** (*in case of foreign natural/legal persons*),
2. completed, signed and stamped Form No. 4 **"Subcontractor's Statement on Meeting the Selection Criteria"** (*if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3*),
1. completed Form No. 5 **"Pro-Forma Invoice"** **in excel or pdf** format,
2. completed, signed and stamped Form No. 6 **"Summary of the Pro-Forma Invoice – Recapitulation"** **in .pdf** format,
3. completed Form No. 6a **"Payment Method"** **in .pdf** format,

4. completed, signed and stamped Form No. 7 **“Tenderer’s List of References”**,
5. completed, signed and stamped Form No. 8 **“Tenderer’s Certificate of References”** (*preferably submitted with the tender, otherwise upon request by the Contracting Authority*)
6. Form No. 9 **“Agreement on Submitting a Joint Tender”** (*in case of a group of tenderers*),
7. completed, signed and stamped Form No. 10 **“Consent of the Subcontractor”** (*if the tenderer acts with subcontractors and they require direct payments*),
8. completed, signed and stamped Form No. 11 **“Statement on the Participation of Natural and Legal Persons”** (*preferably upon submitting the tender, otherwise upon a request of the Contracting Authority*),
9. completed Form No. 14\_B: **“Attachment 2: Declaration of Compliance with the Contracting Authority’s Minimum Technical Requirements and Specifications of the Offered Equipment for each lot** for which the tenderer is submitting the tender **in Word or PDF** format (*pay attention: active links*),
10. **means of proof on meeting the minimum technical requirements**,
11. completed, signed and stamped Form No. 15 **»Equipment Manufacturer’s Written Statement”** (*if the tenderer is not the manufacturer of the offered (main) equipment – preferably submitted with the tender, otherwise upon request by the Contracting Authority*)

The tenderer encloses to the tender only the documents listed in this Point.

After reviewing the tenders, the Contracting Authority shall urge the most favourable tenderer to submit means of proof as stated for a particular required condition or exclusion ground.

In the procurement procedure or during the performance of the public contract, the selected tenderer shall, at the request of the Contracting Authority and in line with the deadline specified in the Request, submit the information on:

- its founders, partners, including silent partners, shareholders, limited partners or other owners as well as data on ownership shares of the listed people,
- economic operators that are considered affiliated enterprises according to the provisions of the law governing companies.

The tenderer who submits the tender guarantees under criminal and material liability that all data and documents submitted in the tender are genuine and that the enclosed documents match the original. Otherwise, the tenderer shall be liable for all damage inflicted to the Contracting Authority.

In all required forms, the tenderers fill in the empty boxes and contents designated for the entry of data by tenderers.

In submitting the tender and fulfilling the Contracting Authority’s criteria, the tenderer has to comply with all applicable Slovene legislation.

## 11.2 DRAWING UP THE TENDER

### 11.2.1 Means of proof on meeting the technical requirements from technical specifications

The subject-matter of the tender has to meet all minimum technical requirements listed in the technical specifications that are part of these procurement documents. For meeting the condition, the tenderer encloses to the tender **the completed Attachment 2: Declaration of Compliance with the Contracting Authority’s Minimum Technical Requirements and Specifications of the Offered Equipment in Word format** and the **completed, signed and stamped form Attachment 2: Declaration of Compliance with the Contracting Authority’s Minimum Technical Requirements and Specifications of the Offered Equipment in PDF format**.

The tenderer uploads to the section "Other attachments" of the e-JN information system Attachment 2: Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment in **Word and PDF format** for each individual lot for which it is submitting a tender.

**Attachment 2 has to clearly specify which equipment the tenderer is offering, what type of equipment it is and who the manufacturer is, indicating the technical characteristics of the offered equipment to demonstrate compliance with the Contracting Authority's technical requirements.**

**As instructed in Form No. 14\_B: Attachment 2: "Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment", the tenderer specifies in the Form the enclosed means of proof (where required). The tenderer may also provide an (active) link to the website of the equipment manufacturer which includes an indication of the relevant technical specifications.**

Together with "Attachment 2: Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment", the tenderer submits **together with the tender relevant supporting documents**, which indicate the compliance with all the minimum technical requirements.

The offered electronic office equipment (dedicated processing computers, displays, as specified in more detail in the individual lot) must also comply with the requirements of the Decree on Green Public Procurement (ZeJN), as further detailed in the technical specifications for each individual lot.

The public procurement shall be conducted in accordance with the Decree on Green Public Procurement (ZeJN) in such a way that (for individual items falling within this category) the following objectives are achieved:

– dedicated processing computers and electronic displays are ranked in the highest energy efficiency class available on the market.

For the subject-matter of this public procurement, the Contracting Authority shall, in accordance with points 5 and 6 of the first paragraph of Article 4 of the Decree on Green Public Procurement (ZeJN), take environmental aspects into account.

#### **MEANS OF PROOF:**

- Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**,
- **Appendix 2:** Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment in **Word and PDF format** for each individual lot for which it is submitting a tender;
- **Means of proof on meeting the minimum technical requirements.**

**The tenderer submits all documents from this Chapter upon submitting the tender since this refers to the compliance with Technical Specifications.**

#### **11.2.2 The "ESPD" form for all economic operators**

The ESPD Form is an official statement of the economic operator that there are no exclusion grounds in its regard and that it meets the selection criteria. At the same time, the operator provides relevant information required by the Contracting Authority. The ESPD Form also includes an official statement that the economic operator will be able to submit means of proof at request and without any delay proving the non-existence of exclusion grounds or fulfilment of the selection criteria.

Statements in ESPD and/or means of proof submitted by the economic operator must be valid.

The economic operator imports the Contracting Authority's ESPD Form (XML file) at the web page of the Public Procurement Portal e-JN: <https://ejn.gov.si/espdc> and directly enters the required data.

**In case of a foreign tenderer:** the eESPD application available at <https://ejn.gov.si/espdc> is also accessible in English, allowing foreign candidates or tenderers to prepare the ESPD form. For this purpose, foreign tenderers

should change the language setting in the eESPD application (located in the top right corner) from Slovene to English (see Figure 1):



**After switching the language to English**, the economic operator (foreign tenderer) should import the Contracting Authority's ESPD (XML file) from the public procurement documentation into the eESPD application via the same website <https://ejn.gov.si/espd> and complete it with the required information.

**The completed ESPD Form must be enclosed to the tender for all economic operators who in any way participate in the tender (tenderer, participating tenderers in case of a joint tender, subcontractors or in case of acting with another entity - for entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3).**

The question "Who are you?" shall be answered by »I am an economic operator«. The next question, "What would you like to do?", the economic operator shall answer by "Import ESPD", then select and upload the ESPD Request prepared by the Contracting Authority. When answering the question "Where is your business located", the tenderer shall select the state from the list, click on the Next button and then complete the ESPD form accordingly.

The tenderer, or leading partner in a partner (joint) tender, imports the Contracting Authority's ESPD form (XML file) from the following web page of the e-JN portal <https://ejn.gov.si/espd/> (in English) and enters the required data directly into it. **The tenderer who is submitting the tender in the e-JN system, uploads its ESPD Form containing the required data in the section "ESPD – tenderer" and the ESPD of other participants in the section "ESPD – other participants".**

The tenderer who is submitting the tender in the e-JN system uploads its electronically signed ESPD in .xml format or its unsigned ESPD in .xml format, where in the latter case, it is considered that a legally binding document was submitted having the same validity as the signed one in accordance with the General Terms and Conditions of Using the e-JN Information System.

All other economic operators participating in the tender (participating tenderers in the case of a joint tender, subcontractors and other entities whose capacities are referenced by the tenderer) have to submit ESPD forms in a .pdf format (signed scans) or in .xml format, electronically signed). They are not subject to the General Terms and Conditions because they are not registered in the e-JN system and cannot be considered as having submitted a legally binding document with the same validity as a signed document if they submit an unsigned ESPD form.

In the ESPD Form, Part II: Information regarding the Economic Operator, Point A: Information about the Economic Operator, the tenderer must also fill in the fields “E-mail” and “Telephone”. In case the tenderer is selected in the concerned public procurement, the mentioned data will be published in the public procurement notice on the Public Procurement Portal, that is in Section “D. Results”, under Point “D.2.3 Selected Tenderer”, in fields “Economic operator’s official e-mail address” and “Economic operator’s official telephone number”. By signing the ESPD, the tenderer gives consent for the public disclosure of the official email address and the official telephone number of the economic operator.

#### **11.2.3 Form “Pro-Forma Invoice” (file: Pro-Forma Invoice.xlsx) and »Summary of the Pro-Forma Invoice«**

In the **Pro-Forma Invoice (Form No. 5)** for the lot for which it is submitting a tender, the tenderer has to provide all items taking into account the technical specifications that are part of the tender documents.

The tenderer must fill in all items in the Pro-Forma Invoice for the lot for which it is submitting a tender, rounded to **two (2) decimal places**.

If the tenderer does not enter the price under a particular item (within the lot), it shall be understood that it is not offering this item and is thus failing to meet all requirements of the Contracting Authority arising from the relevant documents, therefore, the Contracting Authority shall reject the tender as inadmissible. If the price the tenderer enters into a particular item (within a lot) is zero (0) EUR, it shall be considered that it is offering the item for free.

The tenderer is not allowed to change the contents of the pro-forma invoice. Otherwise, the Contracting Authority shall reject the tender as inadmissible.

**Foreign tenderers:** in case of a foreign tenderer, such tenderer **does not fill out the column G (VAT rate in %) in the Pro-Forma Invoice (Form No. 5)**. The Contracting Authority shall pay VAT in accordance with the applicable legislation.

The offered price must be expressed in euro and has to cover all discounts and costs (supply and delivery of equipment into a place, work costs, any discounts, configuration, installation and start-up of the equipment, guarantees, the cost of disposing of packaging waste, freight forwarding, transport, customs, training and travel costs as well as any other potential costs related to the implementation of the concerned public contract or as specified in the Technical Specifications for an individual lot). The tender price is fixed as well as not revisable until the end of contract performance and is expressed in euro (EUR). The Contracting Authority will not allow other or additional charges as part of the offered deliveries/services.

In case the Contracting Authority identifies obvious errors in calculation during the review and evaluation of tenders, it shall act in accordance with the seventh paragraph of Article 89 of ZJN-3.

In accordance with the above mentioned requirements, the tenderer shall also complete the “**Summary of the Pro-Forma Invoice – Recapitulation**” (Form No. 6).

**Foreign tenderers:** in Form Summary of the Pro-Forma Invoice – Recapitulation (Form No. 6) such tenderer does not fill out the columns “VAT amount” and “tender price (in EUR incl. VAT)”, but only the column “tender price (in EUR excl. VAT).”

In the e-JN system in the section “Total tender value”, the tenderer enters into the dedicated area the total tender amount excluding taxes in EUR and the amount of taxes in EUR (foreign tenderers: 0.00). The amount including taxes in EUR is calculated automatically. In the section “Pro-Forma Invoice” the tenderer uploads the Form “Pro-Forma Invoice – Recapitulation” (Form No. 6) in **word or pdf** format and the “Pro-Forma Invoice” (Form No. 5) in the section “Documents”, part “Other Attachments” in **excel or pdf** format. “Total tender value” that will be entered into the equally named section and the document that will be uploaded as a pro-forma invoice to the section “Pro-Forma Invoice” will be available and accessible at the public opening of tenders.

In case of discrepancies between data in the section “Total tender value”, data in the “Summary of the Pro-Forma Invoice - Recapitulation” (Form No. 6) uploaded in the section “Total tender value”, part “Pro-Forma Invoice” and data in the complete Pro-Forma Invoice (Form No. 5) uploaded in the section “Documents”, part “Other attachments”, the data in the “Pro-Forma Invoice” (Form No. 5) uploaded in the section “Documents”, part “Other attachments” shall be considered valid.

#### 11.2.4 Site visit (optional)

The optional site visit is possible by prior arrangement at the following electronic address: [javna.narocila@um.si](mailto:javna.narocila@um.si).

The visit will be conducted separately for each potential tenderer, according to a preliminary schedule, namely on **02 June 2026**. A separate **invitation to attend the site visit** will be sent by email to each potential tenderer individually, provided that the potential tenderer **requests the visit no later than 28 May 2026 by 23:59**.

For tenderers who attend the site visit and bring with them a completed Form No. 16 “Confirmation of Site Visit” containing their details, the Contracting Authority will confirm the form during the visit.

The Contracting Authority will publish any explanations which might be provided at the visit, and which could influence the preparation and submission of a complete tender on the Public Procurement Portal.

#### 11.2.5 Advance payment guarantee

LOT 2: IN CASE THE TENDERER CHOOSES THE ADVANCE PAYMENT METHOD:

According to the specific nature of the subject-matter of the public procurement, **in lot 2**, the tenderer may choose the payment method (which is also evident from the Form No. 6a “Payment Method” and Form No. 12 “Model Contract”) as follows:

1. a **50% (fifty percent) advance payment** made within 30 days from the date of submission of an appropriate advance payment guarantee, the Supplier’s written order confirmation (conclusion of the contract counts as such confirmation), and receipt of a duly issued electronic (pro-forma) invoice (*\*\*in the case of a foreign Supplier: (pro-forma) invoice*) for advance payment;
2. **40% (forty percent) payment** within 30 days from the date of the receipt of the correctly issued e-invoice (*\*\*in case of a foreign Supplier: (pro-forma) invoice*), after the successfully performed delivery of equipment (delivery note approved by the User and Payer);
3. **10% (ten percent) payment** within thirty (30) days after the signing of the handover record, signed by the Supplier as well as the User and Payer, conditioned by the prior issuing of the e-invoice (*foreign Supplier: invoice*).

To guarantee advance payment or advance payments, the selected tenderer has to submit a relevant advance payment guarantee (bank guarantee or suretyship insurance) **at the latest within thirty (30) days** from the receipt of the written notice by the Contracting Authority about meeting the suspensive condition, amounting to **100% (one hundred percent) of the advance payment value** (in EUR incl. VAT), in case of selecting the advance



payment method. The financial guarantee has to be unconditional and payable on first demand with a validity of at least another forty five (45) days after delivery and signing of the handover record.

The Contracting Authority (User and Payer) will settle the amount of the individual advance payment to the transaction account of the Supplier in accordance with the manner specified in Form No. 6a "Payment Method" and in Form No. 12 "**Model Contract**".

The submission of an advance payment guarantee is a condition for the execution of the advance payment.

The advance payment guarantee shall be submitted in accordance with the model from procurement documents (**Form No. 13A**).

The used currency of the guarantee has to be the same as the currency of the public contract. The guarantee may not include additional conditions regarding payment, shorter deadlines than those specified by the Contracting Authority, lower amount than the one specified by the Contracting Authority or a change in the local jurisdiction for the settlement of disputes between the beneficiary and guarantee issuer.

**Means of proof:**

- **Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria".**

The Contracting Authority has the right to liquidate the advance payment guarantee, if:

- the selected tenderer will not begin to perform its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer will not fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer will not fulfil its contractual obligations in due time in accordance with the provisions of the Contract,
- the selected tenderer will not properly fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer will cease to fulfil its contractual obligations in accordance with the provisions of the Contract.

If during the term of the Contract there are any changes in the deadlines for the completion of the Contract, the selected tenderer shall change the advance payment guarantee accordingly or extend its validity.

The guarantee has to include the provision clearly stating that the bank guarantee is subject to the Uniform Rules on Demand Guarantees (URDG), 2010 Revision, ICC Publication No. 758 and has to include the provision (clause) that no other document needs to be attached to the request for payment in addition to the statement.

**11.2.6 Performance guarantee**

For the performance guarantee, the selected tenderer must submit a relevant financial guarantee at the latest **within thirty (30) days** from the receipt of a written notice by the Contracting Authority about meeting the suspensive condition, amounting to ten percent (10%) of the contract value (value incl. VAT). The submitted financial guarantee has to be unconditional and payable upon first demand, pursuant to the model guarantee form under URDG-758.

The selected tenderer may submit a bank guarantee or suretyship insurance with the insurance company. The used currency has to be the same as the currency of the public contract.

The guarantee is valid for forty five (45) days from delivery and signing of the handover record.

The performance guarantee shall be submitted in accordance with the model from the public procurement documents (**Form No. 13B**).

**MEANS OF PROOF:**

- Completed Form No. 3 "**Tenderer's Statement on Meeting the Selection Criteria**"



The used currency of the guarantee has to be the same as the currency of the public contract. The guarantee that is not submitted according to the model from tender documents, may not deviate significantly in content from the guarantee model from tender documents and may not include additional conditions regarding payment, shorter deadlines than those specified by the Contracting Authority, lower amount than the one specified by the Contracting Authority or a change in the local jurisdiction for the settlement of disputes between the beneficiary and guarantee issuer.

The Contracting Authority shall redeem the performance guarantee according to this Contract if:

- the selected tenderer does not begin to perform its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer does not fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer does not fulfil its contractual obligations in due time in accordance with the provisions of the Contract,
- the selected tenderer does not properly fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer ceases to fulfil its contractual obligations in accordance with the provisions of the Contract.

If during the term of the Contract there are any changes in the deadlines for the completion of the Contract, the type of supplies or services, the quality and quantity, the Supplier changes the guarantee accordingly or extends its validity.

#### **11.2.7 Guarantee for the rectification of faults within the guarantee period**

For guaranteeing the rectification of faults within the guarantee period, the selected tenderer has to submit a guarantee amounting to five per cent (5%) of the contract value (value incl. VAT) in form of a bank guarantee (or comparable guarantee with an insurance company), pursuant to the model guarantee form in accordance with URDG-758.

The selected tenderer shall submit the guarantee for the rectification of faults **no later than within thirty (30) days** from delivery and signing of the handover record and it shall be unconditional and payable upon first demand as well as submitted pursuant to the model of the guarantee for the rectification of faults (**Form No. 13C**).

The used currency of the guarantee has to be the same as the currency of the public contract. The guarantee that is not submitted according to the model from tender documents, may not deviate significantly in content from the guarantee model from tender documents and may not include additional conditions regarding payment, shorter deadlines than those specified by the Contracting Authority, lower amount than the one specified by the Contracting Authority or a change in the local jurisdiction for the settlement of disputes between the beneficiary and guarantee issuer.

The validity of the guarantee has to be thirty (30) days longer than the general guarantee period determined in the Technical Specifications. If the guarantee period is extended, the deadline for the guarantee for the rectification of faults within the guarantee period has to be extended simultaneously for the same period of time.

#### **MEANS OF PROOF:**

- Completed Form No. 3 **“Tenderer’s Statement on Meeting the Selection Criteria”**

The Contracting Authority shall redeem the collateral for the rectification of faults within the warranty period if the selected tenderer does not perform collateral obligations within the deadlines and in a manner specified in the Contract.

### 11.3 OTHER PROVISIONS FOR PREPARING THE TENDER

#### 11.3.1 *Joint tender*

If a group of tenderers submits a joint tender, each tenderer has to meet all criteria specified in Points **9.1.1, 9.1.2. and 9.1.4**, under point 9.1.3, the criteria may be met cumulatively, unless explicitly specified otherwise for a particular point.

All tenderers in the joint tender must complete the ESPD form individually and state all required data therein.

The “Pro-Forma Invoice” is submitted by all tenderers in the joint tender together (one form, signed by at least one of the tenderers in the joint tender). The tenderers may submit guarantees in a way that they are submitted only by one of the joint tenderers or each tenderer separately. If they are submitted by each of the tenderers, the sum of all guarantee amounts must be at least as high as the demanded amount.

In case of a joint tender, the tenderers have to submit an **Agreement on Submitting a Joint Tender** (Form No. 9).

If the joint tender is not submitted for all lots, it should be evident from the tender for which lots the joint tender is submitted and which joint tenderers are submitting a tender for individual lot.

If such a group of tenderers is selected for the performance of the concerned public contract, the Contracting Authority shall demand an act on the joint performance of the contract (e.g., cooperation agreement) including precisely defined tasks and responsibilities of individual tenderers regarding the performance of the contract. The tenderers are severally liable to the Contracting Authority.

#### 11.3.2 *Tender with subcontractors*

In case the tenderer performs the public contract in cooperation with subcontractors, it has to list all proposed subcontractors in the ESPD. It also has to adequately complete Form No. 3 Tenderer’s Statement on Meeting the Selection Criteria as well as submit Form No. 4 Subcontractor’s Statement on Meeting the Selection Criteria. In the tender, the tenderer shall also submit completed ESPD forms for each subcontractor with which it will cooperate in performing the public contract.

If the subcontractor is not applying for all lots, the indication in the ESPD for each subcontractor should show for which lots each subcontractor is applied.

If a subcontractor demonstrates exclusion grounds or if it does not meet the relevant selection criteria from Point 9.1 of these Instructions, the Contracting Authority shall reject the subcontractor and demand its replacement.

A subcontractor must, to the same extent as the tenderer, meet all the conditions set out in points **9.1.1, 9.1.2 and 9.1.4** of these Instructions, respectively, as provided in the individual points or as further specified under each point of the Selection Criteria.

For each subcontractor, the tenderer has to submit the same means of proof for meeting the criteria set out in the previous sentence as it is obliged to submit for itself, except for criteria which already involve means of proof that have to be submitted by the subcontractor.

Where a tenderer intends to perform a public contract together with subcontractors, it has to indicate in its tender the following:

- all the subcontractors it intends to involve and the parts of the contract which it intends to subcontract (complete Form No. 3),
- contact details and legal representatives of the proposed subcontractors (submit Form No. 4),
- completed ESPD of these subcontractors in accordance with Article 79 of ZJN-3 as well as

- a subcontractor's request for direct payment **where the subcontractor so requires**.

In the course of the performance of the contract, the selected contractor shall notify the Contracting Authority of any changes to information referred to in the preceding paragraph and shall, no later than five (5) days of such a change, provide information with respect to any new subcontractors which it intends to subsequently involve in the performance of the contract. Where the main contractor involves new subcontractors, the main contractor's notice shall be accompanied by the information and documents referred to in the second, third and fourth indents of the preceding paragraph.

The Contracting Authority will reject every subsequently nominated subcontractor in the following cases:

- when there are exclusion grounds as stated in chapter 9.1.1 of these documents and the Contracting Authority demands a replacement,
- when this could affect the smooth implementation or completion of works,
- when the new subcontractor does not meet the criteria regarding the award of the public contract.

Only if direct payment is requested by a subcontractor, the direct payment to such a subcontractor shall be deemed mandatory and this obligation shall be binding on the Contracting Authority and the main contractor. When the tenderer intends to perform the public contract with a subcontractor requiring direct payment in accordance with this Article:

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

If direct payment to a subcontractor is not mandatory, the Contracting Authority shall require the main contractor to submit, no later than sixty (60) days from the payment of the final invoice or situation, its written statement and a written statement by the subcontractor that the subcontractor has received payment for the work performed. Where the contractor fails to act in accordance with this provision, the Contracting Authority shall file a motion to the National Review Commission to initiate a minor offence procedure referred to in Point 2 of paragraph 1 of Article 112 of ZJN-3.

The selected tenderer is fully responsible for the performance of the public contract towards the Contracting Authority and the User.

### **11.3.3 Capacities of other entities**

An economic operator may, with regard to the requirements relating to economic and financial standing as well as technical and professional ability, rely on the capacities of other entities for a specific public procurement, regardless of the legal relationship between the economic operator and those entities. If the economic operator wishes to rely on the capacities of other entities, it must demonstrate to the Contracting Authority that it will have access to the necessary resources, for example by submitting commitments from those entities for this purpose.

In cases where the entities whose capacities the tenderer intends to use do not meet the relevant selection criteria as set out in these Instructions to Tenderers, as follows from each Point, or if there are grounds for exclusion, the Contracting Authority will require the replacement of the entity that does not meet the criteria or for which exclusion grounds exist.

If the tenderer relies on the capacities of other entities, those entities must meet the selection criteria as specified in each relevant section or criterion and must complete the ESPD form and Form No. 4.

#### **11.3.4 Variant tenders**

Variant tenders are not allowed.

#### **11.3.5 Language of the tender**

The procurement procedure shall be conducted in the Slovenian language.

The Contracting Authority prepared the documents in Slovene (original) and a translation into English language. In accordance with Article 36 of ZJN-3, the Contracting Authority stipulates that tenderers may submit their tenders, in part or in full, in English language, particularly in those parts of the documents which relate to technical characteristics, quality and technical documentation, whereby the Contracting Authority reserves the right to ask the tenderer to provide a translation into Slovene of the part submitted in English if the Contracting Authority, during the examination and evaluation of tenders, deems it necessary and sets an appropriate time limit to do this. The translation costs are borne by the tenderer. The tenderers may submit any means of proof issued (only) by relevant institutions regarding (only) exclusion grounds also in the original language of the tenderer's country, whereby the Contracting Authority reserves the right to ask the tenderer to provide a translation into Slovene and sets an appropriate time limit to do this. The translation costs are borne by the tenderer.

All questions in relation to documents may be sent to the Public Procurement Portal in Slovene or English and the Contracting Authority shall prepare the answers in Slovene and English.

In case of contradictions between the concerned public procurement in Slovene and English, the documents in Slovene (original) are considered. The Contracting Authority provided the translation into English in order to enhance competitiveness between tenderers and as an aid for foreign tenderers.

#### **11.3.6 Preparing and submitting the tender in the e-JN system**

After registering or logging in the e-JN system, the tenderer submits the tender documents at <https://ejn.gov.si> by selecting the option "Participate in a public contract" in the relevant public contract, which shall open up a page for preparing a tender. After entering information and documents, the tenderer saves information and documents in the system and submits them by clicking the button "Submit" which opens a window in which the tenderer submits the tender by accepting the General Terms and Conditions and clicking the button "Submit".

Detailed instructions regarding the preparation and submission of the tender are available in the Instructions for Using the e-JN Information System: TENDERERS, which are part of these tender documents and published at <https://ejn.gov.si>.

If the electronic means of communication, used by the Contracting Authority in accordance with Article 37 of ZJN-3 for accepting applications or tenders, do not function in a manner that allows the submission of applications or tenders, the Contracting Authority extends the deadline for the submission and opening of applications or tenders for at least five working days, if all of the following conditions are met:

- the electronic communication means used by the Contracting Authority does not work in the last 60 minutes before the expiry of the time limit set for the submission of applications or tenders;
- the candidate or tenderer immediately informs the Contracting Authority thereof, however, no later than 30 minutes after the deadline for the submission of applications or tenders;
- the administrator of the electronic means of communication used by the Contracting Authority confirms the non-operation to the Contracting Authority;
- the candidate or tenderer has not been able to submit the application or tender and
- opening of received applications or tenders has not been carried out yet.

#### **11.3.7 Validity of the tender**

The tender has to be valid at least one hundred and twenty (120) days from the deadline for the submission of tenders, with the possibility of extension upon a request by the Contracting Authority.

In exceptional circumstances, the Contracting Authority may request that tenderers extend the time of validity of tenders for a particular additional period.

#### **11.3.8 Tender costs**

All costs regarding the preparation and submission of the tender are borne by the tenderer.

#### **11.3.9 Anti-corruption provision**

In the procedure of awarding a public contract, the Contracting Authority and the tenderers are not allowed to begin performing actions that would pre-determine the selection of a particular tender or that would cause that the contract does not enter into force or is not fulfilled.

Any lobbying in the procedure of awarding a public contract is forbidden.

### **12. NOTICE ON CONTRACT AWARD DECISION**

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The Contracting Authority shall publish the signed contract award decision on the public procurement portal. The Decision shall be deemed to have been served with the day of being published on the Public Procurement Portal.

### **13. WITHDRAWAL FROM THE TENDER PROCESS**

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On the basis of the eighth paragraph of Article 90 of the ZJN-3, once the contract award decision has been made, the Contracting Authority may withdraw from the tender process before signing the contract on the grounds that it no longer needs or has no funds for the subject-matter of procurement or that it has reasonable cause to suspect that the contents of the contract were or could be a result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond its control have arisen that have rendered the performance of the contract with the selected tenderer impossible. In this case the Contracting Authority shall notify the tenderers in writing of its decision and the reasons for withdrawing from the tender process.

If the procedure is concluded following one of the options stated in this Point, the tenderers are not entitled to the recovery of costs for preparing the tender and also not to the compensation for lost profit.

### **14. CONTRACT**

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The signatories of the contract are the University of Maribor, Slomškov trg 15, 2000 Maribor and User and Payer University of Maribor, Faculty of Chemistry and Chemical Engineering, Smetanova ulica 17, 2000 Maribor.

In accordance with the sixth Paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text, 158/20 and 3/22 – ZDeb; hereinafter: ZIntPK), the selected tenderer is obliged upon a request of the Contracting Authority and before signing the Contract to submit a statement or information on the participation of natural and legal persons in the candidate's assets, including the participation of silent partners as well as on economic operators, which are considered to be companies affiliated with the candidate under the provisions of the Companies Act (**Form No. 11**). In the event that the tenderer submits a false statement or provides false information on the facts stated, the contract shall be rendered null and void.

Tenderers may present the completed Statement (**Form No. 11**) already at the time of submitting the tender.

The selected tenderer has to sign the contract and send it back to the Contracting Authority within ten (10) working days from its receipt, otherwise the Contracting Authority may decide that the tenderer is withdrawing from the contract.

Before being signed, the contract is adapted in content depending on whether the selected tenderer will submit a joint tender, include the participation of subcontractors as well as in case of electronic signatures and similar.

By submitting the tender, the tenderer confirms that it accepts the content of the model contract and that it is familiar with all provisions of this public procurement documentation related to the award of the public contract. **In the event that a co-financing agreement for the operation is not concluded, the selected tenderer shall not be entitled to reimbursement of any damages.**

**The contract shall become effective upon fulfilment of the suspensive condition specified in the contract, the fulfilment of which the Contracting Authority shall notify the Supplier of in writing, and provided that the selected tenderer submits the appropriate performance guarantee (and, in the case of Lot 2, also an advance payment guarantee).**

## 15. LEGAL PROTECTION

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In accordance with the Legal Protection in Public procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17 and 72/19, hereinafter referred to as: ZPVPJN), the request for review referring to the content of the notice and/or tender documents may be filed in ten (10) working days from the publication of the public contract notice or the notice on additional information, information on the unfinished procedure or correction, if this notice changes or supplements the requirements or criteria for the selection of the most favourable tenderer, whereby the request for review may refer to the amended, supplemented or explained content of the notice or tender documents or directly related indication in the initial notice or tender documents. The request for review may not be submitted after the deadline for accepting tenders, unless the deadline for accepting tenders is shorter than ten (10) working days. In this case the request for review may be submitted in ten (10) working days from the day of publication of the contract notice.

The tenderer pays a fee of four thousand (4,000) EUR to the transaction account of the Ministry of Finance, number SI56 0110 0100 0358 802, opened with the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BSLJSI2X; IBAN: SI56011001000358802 – fee for the public procurement review procedure, reference: 11 16110-7111290-0XXXXX26, where XXXXX is the number of the contract notice from the Public Procurement Portal, given in the form of JN0XXXXX/2026.

The request for review is submitted through the eRevizija portal (<https://www.portalerevizija.si>). In the event of a failure or technical difficulties in the operation of the eRevizija portal, it is to be acted in accordance with Paragraph 6 of Article 13.a of the ZPVPJN.

University of Maribor  
Rector  
prof. dr. Zdravko Kačič

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