

<b>Subject of the contract:</b>	<b>Website renovation</b>
<b>Client:</b>	SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana
<b>Type of procedure:</b>	Open procedure in accordance with Article 40 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 as amended, hereinafter: ZJN-3).
<b>Publication of the order:</b>	Public Procurement Portal, Official Journal of the European Union - TED Portal

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## Instructions for providers

### 1. Legal basis

The public procurement procedure is carried out on the basis of the Public Procurement Act (Official Gazette of the Republic of Slovenia, Nos. 91/15, 14/18, 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS, 28/23 and 88/23 – ZOPNN-F, hereinafter referred to as ZJN-3) and by-laws governing public procurement, in accordance with the applicable legislation governing public finance, the subject matter of public procurement and other applicable regulations.

The funds for this contract are co-financed by the Republic of Slovenia and the European Union – European Regional Development Fund.

### 2. Subject matter of the contract

The contract is divided into 2 lots:

**Lot 1: Website renovation – UX and web design, guaranteed funds amount to EUR 55,975.52 excluding VAT**

**Lot 2: Website renovation – CMS selection, website development and maintenance, guaranteed funds amount to EUR 253,029.60 excluding VAT**

A more detailed description of each assembly is set out in the chapter Technical specifications. In accordance with the provision of point 29 of the first paragraph of Article 2 of the Public Procurement Act, a tender exceeding the amount of the guaranteed funds will be excluded as an inadmissible tender.

**The tenderer may submit a tender for one or both lots.**

Instructions for providers are prepared in Slovenian and English. In the event of a discrepancy, ambiguity or collision between the content of the Providers' Instructions and the annexes between the individual language versions, the Slovenian language version shall prevail.

**The Contracting Authority reserves the right to require the Tenderer to officially translate individual parts or the entire Tender submitted in English into the Slovenian language at the stage of review and evaluation of tenders. In this case, the Client sets an appropriate deadline for the submission of the translation, and the costs of the translation are borne by the provider.**

In the event of a discrepancy between the text in English and the translation into Slovenian, the Slovenian version is decisive.

The tenderer must submit a tender for the items that are the subject of the contract in each lot. The contracting authority will select the most economically advantageous tender according to the selection criterion.

### 3. Type of procedure

**An open procedure is carried out for the award of a public contract (Article 40 of the Public Procurement Act).**

On the basis of the conditions and criteria set out in this tender documentation, the contracting authority will select the most economically advantageous tenderer with whom it will conclude a contract for each subject of the public contract.

### 4. Deadline and method of submission of tenders

Tenderers must submit their tender to the e-JN information system (hereinafter: the e-JN system) at the <https://ejn.gov.si> web address, in accordance with the document Instructions for the use of the e-JN information system: PROVIDERS, which is published at <https://ejn.gov.si>.

Before submitting a tender, the tenderer must register at the web address <https://ejn.gov.si>, in accordance with the Instructions for Use of the e-JN Information System. If the tenderer is already registered in the e-JN system, it logs in to the application at the same address.

A user of a provider who is authorised to submit tenders in the e-JN system submits a tender by clicking on the "Submit" button. When submitting tenders, the e-JN system records the identity of the user and the time of submission of the tender. By submitting a tender, the user demonstrates and declares the will to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. [97/07](#) – Official consolidated text, [64/16](#) – Sec. US and [20/18](#) – OROZ631). By submitting a tender, it is binding for the time specified in the tender, unless the user of the provider withdraws or changes it before the expiry of the deadline for submission of tenders.

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

A tenderer may withdraw or amend its tender by the deadline for submission of tenders. If the provider withdraws its tender in the e-JN system, it is considered that

the tender has not been submitted and the contracting authority will not see it in the e-JN system. If the provider changes its tender in the e-JN system, the last submitted tender is open to the contracting authority in this system. After the deadline for the submission of tenders, it will no longer be possible to submit a tender.

The opening of tenders will take place automatically, in the e-JN information system at <https://ejn.gov.si/>.

The opening takes place in such a way that the e-JN system automatically, at the time set for the public opening of tenders, displays information about the tenderer, the variants, if requested or permitted, the total tender value and provides access to the document uploaded by the tenderer to the e-JN system, under the "Total tender price" section, in the "Proforma invoice" section.

## 5. Accessibility, clarifications and amendments to the tender documents

The tender documents are available on the Public Procurement Portal ([www.enarocanje.si](http://www.enarocanje.si)) and the Official Journal of the European Union – TED portal. **Communication with tenderers on questions or initiatives regarding the content of the contract and in relation to the preparation of the tender takes place exclusively through the Public Procurement Portal.**

**The contracting authority will consider the request for clarification of the tender documents or any other question related to the contract as timely if it is submitted on the Public Procurement Portal no later than the day and time specified in the contract notice** published on the Public Procurement Portal. The contracting authority will not respond to requests for clarifications or other questions or initiatives related to the contract raised after this deadline.

In accordance with Article 67 of the Public Procurement Act, the contracting authority may amend or supplement the tender documentation. Such changes and additions will be issued by the contracting authority in the form of supplements to the tender documents. Any supplement to the tender documents shall become an integral part of the tender documents. Questions and answers published on the Public Procurement Portal also count as part of the tender documents.

## 6. Aptitude Assessment

The contracting authority shall require the submission of the 'European Single Procurement Document – ESPD', which is an updated official self-declaration by the economic operator, as preliminary evidence regarding the grounds for exclusion and

the conditions for the award of capacity. The ESPD form shall also include a formal declaration that the economic operator will be able to provide, upon request and without delay, evidence demonstrating the absence of grounds for exclusion and the fulfilment of the conditions for the recognition of capacity.

The economic operator must indicate in the ESPD form all the information on the basis of which the contracting authority/entity will obtain the certificates or other information in the national database and give its consent on the form in question for the contracting authority/entity to obtain this evidence and information. In order to verify the reason for exclusion or the circumstances for the termination of the contract with regard to impunity, the economic operator must complete the ESPD number in Section B [Information on economic operator's representatives] of Part II of the ESPD.

The economic operator of the contracting authority shall import the ESPD form (XML file) on the website of the e-JN: [https://ejn.gov.si/espd/ Portal](https://ejn.gov.si/espd/Portal) and enter the required data directly into it. The tenderer submitting the application in the e-JN system uploads its ESPD form in the "ESPD – Provider" section, and uploads the ESPD forms of the other participants in the application in the "ESPD – Other Participants" section. A candidate submitting a tender in the e-JN system uploads an unsigned ESPD to the formatu.xml and will be signed at the same time as signing the application. For other participants, the provider shall attach the signed ESPDs in the "ESPD – Other Participants" section in .pdf format, or in electronic form signed .xml.

At any time during the public procurement procedure, the contracting authority may request the tenderer to submit supporting documents (documentation, certificates, certificates, declarations, certified affidavits, extracts from records or registers, contracts, invoices, specifications of services provided, etc.) demonstrating the absence of grounds for exclusion and fulfilment of the conditions for the recognition of capacity. The provider will be obliged to submit supporting documents within a proportionate period of time, which will be specified in the invitation by the contracting authority.

#### 6.1. Grounds for exclusion

The contracting authority shall exclude a tenderer from participation in the public procurement procedure in a particular lot if, during the verification in accordance with Articles 77, 79 and 80 of the Public Procurement Act, it finds out or is otherwise aware that any of the following reasons for exclusion exist for any of the economic operators in its tender:

An economic operator or a person who is a member of the administrative, managerial or supervisory body of that economic operator or who has the authority to represent or decide or supervise it has been sentenced to a final judgment for offences under the Criminal Code (Official Gazette of the Republic of Slovenia, No. 50/12 as amended) or for comparable offences pronounced by foreign courts, namely:

- terrorism (Article 108 of the CC-1),
- terrorist financing (Article 109 of the CC-1),
- inciting and publicly glorifying terrorist acts (Article 110 of the CC-1),
- recruitment and training for terrorism (Article 111 of the CC-1),
- enslavement (Article 112 of the CC-1),
- trafficking in human beings (Article 113 of the CC-1),
- accepting bribes in elections (Article 157 of the CC-1);
- violation of the fundamental rights of workers (Article 196 of the CC-1),
- fraud (Article 211 of the CC-1),
- unlawful restriction of competition (Article 225 of the CC-1),
- causing bankruptcy by fraud or unscrupulous transactions (Article 226 of the CC-1),
- detriment to creditors (Article 227 of the CC-1),
- business fraud (Article 228 of the CC-1),
- fraud to the detriment of the European Union (Article 229 of the CC-1);
- fraud in obtaining and using a loan or benefit (Article 230 of the CC-1),
- fraud in securities transactions (Article 231 of the CC-1),
- deception of buyers (Article 232 of the CC-1),
- unauthorized use of a foreign mark or design (Article 233 of the CC-1),
- unauthorized use of a foreign invention or topography (Article 234 of the CC-1),
- forgery or destruction of business documents (Article 235 of the CC-1),
- issuance and unlawful acquisition of a trade secret (Article 236 of the CC-1),
- misuse of the information system (Article 237 of the CC-1),
- misuse of inside information (Article 238 of the CC-1),
- abuse of the market in financial instruments (Article 239 of the CC-1),
- abuse of office or trust in an economic activity (Article 240 of the CC-1),
- unauthorized acceptance of gifts (Article 241 of the CC-1),
- unauthorised giving of gifts (Article 242 of the CC-1),
- counterfeiting of money (Article 243 of the CC-1),
- counterfeiting and use of counterfeit securities or securities (Article 244 of the CC-1);
- money laundering (Article 245 of the CC-1),
- misuse of non-cash means of payment (Article 246 of the CC-1),

- the use of a counterfeit non-cash means of payment (Article 247 of the CC-1),
- manufacture, acquisition and disposal of counterfeiting devices (Article 248 of the CC-1),
- tax evasion (Article 249 of the CC-1),
- smuggling (Article 250 of the CC-1);
- abuse of official office or official rights (Article 257 of the CC-1);
- damage to public funds (Article 257a of the CC-1),
- release of classified information (Article 260 of the CC-1),
- taking bribes (Article 261 of the CC-1),
- giving bribes (Article 262 of the CC-1),
- accepting the benefits of unlawful intervention (Article 263 of the CC-1);
- giving gifts for illegal intervention (Article 264 of the CC-1),
- criminal association (Article 294 of the CC-1).

If the economic operator is in the situation referred to in the above paragraph, it may, in accordance with the ninth paragraph of Article 75 of the ZJN-3, submit to the contracting authority, no later than the deadline for submission of tenders, evidence that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion.

Method of completion:

The condition must be fulfilled by each economic operator appearing in the tender.

Proof required:

The economic operator shall confirm compliance with the condition by submitting a handwritten or electronically signed **ESPD form**.

The economic operator may submit in the tender evidence of no criminal record not older than 4 months from the deadline for submission of tenders or supporting documents to be issued no more than 90 days after the deadline for receipt of tenders.

The economic operator fails to comply with the mandatory duties and other monetary non-tax obligations in accordance with the law governing the financial administration, which are collected by the tax authority in accordance with the regulations of the country in which it is established or the regulations of the contracting authority. An economic operator shall also be deemed to have failed to fulfil the obligations referred to in the previous sentence if it has not submitted all withholding tax returns for income from employment for the period of the last five years by the deadline for submission of a tender. An economic operator shall not be excluded if the economic operator settles unpaid due liabilities in the amount of EUR 50 or more by the deadline for submission of tenders and submits all withholding tax returns for income from employment for the period of the last five years until the deadline for submission of tenders (second paragraph of Article 75 of the Public Procurement Act).



Method of completion:

The condition must be fulfilled by each economic operator appearing in the tender.

Proof required:

The economic operator shall confirm compliance with the condition by submitting a handwritten or electronically signed **ESPD form**.

On the day when the deadline for submission of tenders expires, an economic operator is excluded from public procurement procedures due to inclusion in the register of economic operators with the imposed ancillary sanctions of exclusion from public procurement procedures (point a, fourth paragraph of Article 75 of the Public Procurement Act).

Method of completion:

The condition must be fulfilled by each economic operator appearing in the tender.

Proof required:

The economic operator shall confirm compliance with the condition by submitting a handwritten or electronically signed **ESPD form**.

In the last three years prior to the expiry of the deadline for submission of tenders, the competent authority of the Republic of Slovenia or another Member State or a third country has identified at least two infringements in relation to remuneration for work, working hours, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in relation to undeclared employment, for which he or she has been fined for a misdemeanour by a final decision or several final decisions (point b of the fourth paragraph of Article 75 of the ZJN-3).

Method of completion:

The condition must be fulfilled by each economic operator appearing in the tender.

Proof required:

The economic operator shall confirm compliance with the condition by submitting a handwritten or electronically signed **ESPD form**.

In accordance with the provision of the first paragraph of Article 5k of COUNCIL REGULATION (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the award or further performance of any public contracts or concession contracts shall be prohibited:

- a) Russian nationals or natural or legal persons, entities or bodies established in Russia;

- b) legal persons, entities or bodies of which more than 50 % of the shares are directly or indirectly owned by the entity referred to in point (a) of this paragraph;
- c) natural or legal persons, entities or bodies acting on behalf of or at the direction of an entity referred to in point (a) or (b) of this paragraph;
- d) including subcontractors, suppliers or entities whose facilities are used within the meaning of the Public Procurement Directives, provided that they represent more than 10 % of the value of the contract and meet any of the circumstances referred to in points (a), (b) or (c).

Method of completion:

The condition must be fulfilled by each tenderer, partner and subcontractor or entity to whose capacities it refers if it takes over more than 10% of the value of the subject of the contract.

Proof required:

The economic operator shall confirm the fulfilment of the condition by submitting a handwritten or electronically signed Economic Operator Declaration form.

## 6.2. General conditions for the recognition of competence

The tenderer must demonstrate compliance with the following eligibility criteria.

### 6.2.1. Capacity to Perform the Relevant Professional Activity

The economic operator is registered in one of the professional or business registers kept in the Member State where the economic operator is established. The list of professional or business registers in the Member States of the European Union is set out in Annex XI to Directive 2014/24/EU.

Method of completion:

The condition must be fulfilled by each economic operator appearing in the tender. It does not apply to natural persons who are subcontracted by the tenderer.

Proof required:

The economic operator shall confirm compliance with the condition by submitting a handwritten or electronically signed **ESPD form**.

### 6.2.2. Reference condition for Lot 1

In order to be recognized as competent, the Economic Operator must demonstrate that in the last five (5) years prior to the publication of the Contract Notice, it has successfully completed (qualitatively, professionally and in accordance with the

contract) three (3) user and editorial experience (UX) planning and website design projects that meet all of the following criteria:

- in at least 2 languages or more
- contains advanced navigation (e.g. megamenu or multi-level navigation with multiple functional sets),
- includes at least one interactive functionality that goes beyond the basic contact forms (e.g. event registrations, submission of enquiries, multi-step forms);
- includes integration with at least two back-end systems (e.g. CRM, marketing automation, event system),
- combines several content-related or business-competitive sets (e.g. products, services, campaigns, institutional content) within a single information architecture
- the value of each project was at least EUR 25,000 excluding VAT
- the end user of the reference project is a company which, according to the definition of Article 55 of the ZGD-1<sup>1</sup>, belongs to at least medium-sized or large enterprises.

At least one (1) project has achieved at least WCAG 2.1 AA compliance.

**The provider must state the URL of the public website in the Reference form and on the reference certificate (NOTE: the private sites of the provider's organization do not constitute a public website) and a short description showing the fulfilment of all the above conditions, which must be confirmed by the reference. The client will check the website and reserves the right to check the reference with the contact person of the referrer. In case of non-compliance with the above criteria, the Client may reject such reference as inadequate.**

In particular, the following shall be considered as appropriate evidence for demonstrating the size of the undertaking:

- for entities established in the Republic of Slovenia: the contracting authority inspects publicly available data from AJPES (latest annual reports, printouts) or other official documentation showing relevant indicators;

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<sup>1</sup> For the purposes of the Companies Act (ZGD-1), companies shall be classified as micro, small, medium-sized, or large companies by applying the prescribed criteria as at the balance sheet date of the annual balance sheet, namely: the average number of employees during the business year, net turnover, and the value of total assets.

A medium-sized company is a company which is neither a micro company nor a small company as referred to in the preceding paragraphs of this Article and which meets at least two of the following criteria: the average number of employees during the business year does not exceed 250, net turnover does not exceed EUR 50,000,000, and the value of total assets does not exceed EUR 25,000,000.

A large company is a company which is not classified as a micro, small, or medium-sized company pursuant to the preceding paragraphs.

- for entities based abroad: the tenderer must submit the last annual report, extract from the business registers or other equivalent evidence from which comparable data on the size of the company in the Slovenian language are derived;
- a certificate of the referrer from which the fulfilment of the above condition in the Slovenian language is derived.

The Contracting Authority shall also consider other credible evidence proving compliance with the condition as appropriate.

The condition must be met by the provider. The provider may fulfil the condition with a partner or subcontractor, provided that the latter will take over the performance of the services for which they provide references. The referencer must be an undertaking other than the tenderer, subcontractor or tendering partner for that contract. The provider cannot confirm its own reference. In the event that the referencer is related to the provider in terms of capital or management, the contracting authority reserves the right to request additional evidence of the actual implementation of the project.

#### *6.2.3. Reference condition for Lot 2*

In order to be recognized as competent, the economic operator must prove that in the last five (5) years prior to the publication of the contract notice, it has successfully carried out (quality, professional and in accordance with the contract) at least three (3) projects for the creation of a website (development and establishment and at least one year maintenance of this website) that meets all the criteria listed below

- contains advanced navigation (e.g. megamenu or multi-level navigation with multiple functional sets),
- includes at least one interactive functionality that goes beyond the basic contact forms (e.g. event registrations, submission of enquiries, multi-step forms);
- includes integration with at least two back-end systems (e.g. CRM, marketing automation, event system),
- uses CMS with several content types and templates adapted to different functional sets,
- It includes multilingualism (at least 2 languages) and multiple domains/segments with a shared content logic.

in the total value of at least EUR 80,000 excluding VAT, where at least two (2) projects were implemented on the CMS platform provided by the tenderer in the public procurement in question. The client of the reference projects was an enterprise which,

according to the definition of ZGD-11, belongs to at least medium-sized or large enterprises.

In particular, the following shall be considered as appropriate evidence for demonstrating the size of the undertaking:

- for entities established in the Republic of Slovenia: the contracting authority inspects publicly available data from AJPES (latest annual reports, printouts) or other official documentation showing relevant indicators;
- for entities based abroad: the tenderer must submit the last annual report, extract from the business registers or other equivalent evidence from which comparable data on the size of the company in the Slovenian language are derived;
- a certificate of the referrer from which the fulfilment of the above condition in the Slovenian language is derived.

The Contracting Authority shall also consider other credible evidence proving compliance with the condition as appropriate.

**The provider must state the URL of the public website in the Reference form and on the reference certificate (NOTE: the private sites of the provider's organization do not constitute a public website) and a short description showing the fulfilment of all the above conditions, which must be confirmed by the reference. The client will check the website and reserves the right to check the reference with the contact person of the referrer. In case of non-compliance with the above criteria, the Client may reject such reference as inadequate.**

Method of filling in - applies to both lots:

The condition must be met by the provider.

The tenderer may fulfil the condition alone or together with a partner or subcontractor, if they will take over the execution of the works to which the references refer. The reference must be validated by the client of the reference project (reference), which is a legal entity. The provider cannot confirm its own reference. In the event that the referencer is related to the provider in terms of capital or management, the contracting authority reserves the right to request additional evidence of the actual implementation of the project.

Evidence required to demonstrate references – applies to both lots:

The economic operator proves compliance with the condition by submitting a completed "Tender Reference" form. The tender shall also include a certificate of the reference project, which shall be validated by the referencer (contracting authority and end user of the reference transaction). The reference transaction must be confirmed by the legal representative of the referencer or another person authorised or responsible for the implementation of the reference project (e.g. project manager,

contract administrator). The Client reserves the right to check the statements with the Referrer or to request additional evidence from the Provider.

In the event that the reference certificate is not signed by the legal representative of the reference, the provider must prove that the signatory of the reference certificate is authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator).

In particular, the following shall be considered **as appropriate supporting documents** to be attached to the tender:

- a written authorisation from the signatory to validate references or to manage the project;
- the internal act or decision of the referee from which the signatory's role in the project is derived;
- the contract or part thereof showing the appointed project manager or responsible person;
- a record of the implementation or handover of the project from which the signatory's application arises.

For reference projects of foreign contracting authorities, equivalent supporting documents issued in the country of establishment of the referencing authority shall be considered eligible.

**The provider cannot confirm its own reference. In the event that the referencer is related to the provider in terms of capital or management, the contracting authority reserves the right to request additional evidence of the actual implementation of the project.**

#### *6.2.4. Staff qualifications for Lot 1*

The contracting authority shall recognise the competence of the tenderer by nominating the following persons in the tender:

Minimum staff:

1. UX planner
2. Web Designer
3. SEO & Web Analyst
4. Person to perform content migration
5. Project Manager

**An individual professional may be logged in to one (1) or a maximum of two (2) profiles. The latter does not apply to the profile of the project manager (point 5) and the UX of the planner (point 1), for these two profiles it is necessary to nominate staff who will perform only this task within the project.** The project manager and UX planner must be able to communicate in Slovenian, knowledge level B2, other team members must be able to communicate fluently in Slovenian or English. The Client reserves the right to verify the fulfilment of the language requirement with a certificate of passing the language exam for the nominated staff in the case of foreign nationals.

The provider proves the fulfilment of the language requirement by means of a statement in which the required level of language proficiency is stated for each team member.

In particular, the following shall be considered as adequate proof of language proficiency:

- a valid certificate of language proficiency at least B2 level or equivalent;
- proof of completion of education in the language subject to the condition;
- proof of professional experience resulting in the active use of the language in the performance of duties.

In the case of nomination of foreign staff, the client may require the submission of appropriate proof of language skills.

**The nominated team members must also be effectively involved in the execution of the works which are the subject of this contract.**

**1. A UX designer** must meet the following requirements:

In the last five (5) years prior to the publication of the Contract Notice, he has participated in at least two (2) projects of design or renovation of complex websites in the role of a UX planner, with each individual project meeting all of the criteria listed below.

- the Website included at least two (2) language versions;
- the website included an information architecture with at least three (3) content-related or functionally separate sets;
- The Website included at least two (2) interactive functionalities, which are:
  - a) include a multi-step user process, and
  - b) go beyond the basic contact form (e.g. registration for an event, submitting an inquiry with several fields or steps, registration, application);



- The UX designer has been responsible for the design of the user experience and information architecture, which includes at least two (2) of the following activities: design of user flows, navigation structures, content structures, wireframes or prototyping;
- the value of each project was at least EUR 25,000 excluding VAT.
- the client of the reference projects was an enterprise which, according to the definition of ZGD-11, belongs to at least medium-sized or large enterprises.

**For each project, the provider must specify the client, the implementation period, the UX planner's role description and the website referral URL.**

and

- has participated as a UX designer in the last five (5) years prior to the publication of the Contract Notice in the implementation of at least one (1) design project under at least WCAG 2.1 AA for a website with at least 10 typical pages and at least two (2) different forms.
- He/she has at least five (5) years of work experience, where he/she has held a position within the work organization in the field of:
  - a) planning procedures;
  - b) preparation of wire models or prototypes;
  - c) user experience testing;
  - d) preparation of documentation for developers and the client.

which is evidenced by the fact that he was employed within the framework of the organization.

**2. A web designer** must meet the following conditions:

In the five (5) years prior to the publication of the Contract Notice, he has been involved in at least two (2) projects for the design or refurbishment of complex multilingual websites in his capacity as a lead web designer, each of which has met all of the following conditions:

- the Website included at least two (2) language versions;
- the site included several content-or functionally separate assemblies that required different visual templates or design components;
- the web designer was responsible for the overall visual design of the website, which includes at least the design of the graphical interface, design components or visual templates (e.g. layouts, design elements, style guidelines);
- the value of each project was at least EUR 25,000 excluding VAT.

and



- has completed at least one (1) website design project in the last five (5) years as a web designer under the rules of at least WCAG 2.1 AA for the website – each project with a minimum of 10 typical pages and at least 3 different forms.
- He/she has at least five (5) years of work experience, where he/she has held a position within the work organization in the field of:
  - a) development of strategic design ideas and concepts;
  - b) design responsive websites;
  - c) preparation of prototypes;
  - d) preparation of documentation for developers.

**3. An SEO and web analyst** must meet the following conditions:

Has at least five (5) years of work experience, where he/she has held a position in the field of development, analysis and optimization of web solutions within the work organization and has, within five (5) years prior to the publication of the contract notice on the Public Procurement Portal:

- participated as an SEO and/or web analyst in at least two (2) web analysis and optimization projects of major websites (each project includes more than 100 websites);
- have carried out at least one (1) optimization project for next-generation search engines or LLM models (e.g. ChatGPT, Claude, Gemini, Grok), the latter being considered to be realized if the optimization project has been created, submitted and settled by the customer.
- led as SEO two (2) migrations of content of complex websites (at least 2 languages and min.100 websites), where he actually took over the operational and content responsibility for the implementation of the content migration in the project.

The provider may demonstrate compliance with the condition by means of one or more references, whereby the requirements may be met cumulatively.

**1. The person to perform the content migration** must meet the following conditions:

Has at least three (3) years of professional experience and has worked as a migration person on at least two (2) content migration projects (at least 2 languages each) within three (3) years prior to the publication of the Contract Notice on the Public Procurement Portal.

For this staff, the provider must submit a signed statement that the appointed person meets all of the above conditions. The declaration shall be accompanied by appropriate supporting documents demonstrating compliance with the conditions, in particular an indication of the projects, contracting entities and websites where the person has participated in the performance of those tasks.

## **2. The project manager** must meet the following conditions:

Has at least five (5) years of work experience, where he has held a position in the field of web project management within the work organization.

And has participated as a project manager in at least two (2) projects for the design or refurbishment of complex multilingual websites in the last five (5) years prior to the tender deadline, each of which has met all of the following conditions:

- the Website included at least two (2) language versions;
- the website included an information architecture with at least three (3) content-related or functionally distinct sets, each set having its own navigation entry point or its own user path;
- the website included at least two (2) interactive functionalities with a multi-step user process that goes beyond the basic contact form;
- the value of each project was at least EUR 25,000 excluding VAT.
- the client of the reference projects was an enterprise which, according to the definition of ZGD-11, belongs to at least medium-sized or large enterprises.

**For each project, the provider must specify the client, the implementation period, a description of the role of the project manager and the reference URL of the website.** For those projects, the tenderer must provide appropriate supporting documents demonstrating the veracity of the information provided. The project manager is responsible for coordinating all activities under Lot 1 and for communicating with the client on a regular and up-to-date basis, including organising work, monitoring progress, managing risks and ensuring that the project is completed within the agreed deadlines, in accordance with the client's specifications and budget.

### *6.2.5. Staff qualification for Lot 2*

The tenderer must nominate the following staff in the tender:

1. Information Architect
2. Front-end developer
3. Back end developer

- 4. Database Administrator (DBA)
- 5. Technical Project Manager

**An individual professional may be logged in to one (1) or a maximum of two (2) profiles. The latter does not apply to the profile of the Technical Project Manager and the Information Architect – for these two there is one person per profile.**

Nominated team members under points 1, 4 and 5 must be able to communicate fluently in Slovenian, knowledge level B2, other team members must be able to communicate fluently in Slovenian or English, knowledge level B2. The nominated team members must also be effectively involved in the execution of the works which are the subject of this contract.

**1. The information architect** shall meet the following requirements:

Has been involved in at least two (2) projects for the design and implementation of complex multilingual websites in the last five (5) years prior to the publication of the contract notice, each of which has met all of the following conditions:

- the Website included at least two (2) language versions;
- the website has been implemented on the CMS system offered by the tenderer in the context of the public procurement in question;
- the site included at least three (3) functionally distinct assemblies that required separate data models or content types;
- the website included integration with at least two (2) back-end systems: CRM, ERP, event system, marketing automation;
- The Information Architect (IT) was responsible for the design of the technical information architecture, including data structures, integration points, and multilingual design in the CMS environment.
- the value of each project was at least EUR 40,000 excluding VAT

and

has participated as an Information Architect in the implementation of at least one (1) website adaptation project under WCAG 2.1 AA or later for a website with at least 10 typical pages and at least 2 different forms in the last four years prior to the publication of the contract notice.

He has at least eight (8) years of work experience, where he held a position in the field of information consulting and implementation of web solutions within the work organization.

**For each project, the provider must specify the client, the implementation period, the description of the key tasks of the staff, and the reference URL of the website.**

**2. A front-end developer** who must meet the following requirements:

Nominee has served as a front-end developer in at least two (2) Web Information System Establishment or Development projects in the last five (5) years prior to publication of the Contract Notice, each of which has met all of the following conditions:

- at least one (1) website has been implemented on the CMS system offered by the tenderer as part of the procurement in question;
- the front-end developer was involved in the integration of the front-end interface with the CMS;
- the value of each project was at least EUR 40,000 excluding VAT.

For each project, the provider must specify the client, the implementation period, a description of the role of the project manager and the reference URL of the website. For those projects, the tenderer must provide appropriate supporting documents demonstrating the veracity of the information provided.

The staff has at least five (5) years of work experience, during which period he or she held a position in the field of front-end development of web solutions within one or more work organizations, the content of which covered the following areas:

- development of user interfaces of websites,
- development of front-end functionality,
- works with content management systems (CMS)

**3. A back-end developer** who must meet the following requirements:

In the last five (5) years since the publication of the contract notice on the Public Procurement Portal, the back-end developer has successfully participated in at least two (2) projects in the field of establishment or development of an information system with integrations in the role of a back-end developer, with the value of each project amounting to at least EUR 40,000 excluding VAT. The reference projects must be carried out on the CMS system that is the subject of the tender under this contract.

For each project, the provider must specify the client, the implementation period, a description of the role of the project manager and the reference URL of the website. For those projects, the tenderer must provide appropriate supporting documents demonstrating the veracity of the information provided.

He/she has at least eight (8) years of work experience in the field of back-end development, information systems, whereby he/she has worked within the work organization on the development, maintenance or upgrade of server applications in a

managed runtime environment, using modern development practices (e.g. versioning, CI/CD, testing, security reviews).

**4. The Database Administrator (DBA) has** at least five (5) years of work experience, where he or she has held the position within the work organization as an administrator in the field of SQL databases and customization of data schemas for the needs of integrations.

For this staff, the provider must submit a signed statement that the appointed person meets all of the above conditions. The declaration shall be accompanied by appropriate supporting documents demonstrating compliance with the conditions, in particular an indication of the projects, contracting entities and websites where the person has participated in the performance of those tasks.

#### **5. Technical Project Manager**

He has a minimum of five (5) years of work experience, where he has held a position within the work organization in the field of managing complex digital and online projects.

Has successfully participated in at least two (2) projects for the design and implementation of complex multilingual websites in the last five (5) years prior to the publication of the Contract Notice, each project meeting all of the following conditions:

- the Website included at least two (2) language versions;
- at least one (1) website has been implemented on the CMS platform offered by the provider under the procurement in question;
- the value of each project was at least EUR 40,000 excluding VAT.

**For each project, the provider must specify the client, the implementation period, a description of the role of the project manager and the reference URL of the website. For those projects, the tenderer must provide appropriate supporting documents demonstrating the veracity of the information provided.**

#### Method of completion (applies to all lots):

The condition must be met by the provider. The provider may fulfil the condition with a partner or subcontractor, provided that the latter will provide the services for which the staff is required. If the staff appointed in the tender is not employed by the tenderer, partner or subcontractor, the staff must be appointed as a partner or subcontractor as a natural person (e.g. DKOM Decision No. 018-182/2018 of 21.11.2018).

The selected tenderer will be obliged to inform the contracting authority of any personnel change in the provision of services of this contract (with each change, it will be obliged to submit documents proving the competence of the staff). Any additional staff who would provide the services in question, as well as a possible replacement in the offer of the registered personnel, are considered to be a change. If the registered staff leaves the tenderer's team during the performance of the contract, the contractor will have to replace them with staff who meet the required staffing conditions. The contracting authority requires that the contractor actively cooperates with at least the notified personnel throughout the implementation of the project. If, during the implementation of the project, it turns out that the personnel do not actively participate and/or that they are not personally engaged in the project, the contracting authority has the right to apply a contractual penalty and other sanctions that will be defined in the model contracts.

Applies generally to all:

A reference project successfully completed for the purposes of this contract means a project that has been carried out with high quality, within the agreed deadlines and in accordance with contractual obligations. The date of completion shall be the date of signature of the handover record or other evidence showing that the project has been successfully completed, if no handover record has been signed.

Work experience is considered to be the period during which the staff was employed and contributions to the health and pension fund were paid. **For each nominated staff, a CV shall be submitted, clearly stating the number of years of professional experience in the field required and an indication of the post with a description of the duties held by the staff.**

The tenderer must, where required, provide photocopies of the certificates or certificates of the certification body showing their validity. However, certificates must be valid on the day on which the time limit for receipt of tenders expires. For a certificate whose validity cannot be renewed, the provider must, in addition to a photocopy of the certificate itself, provide proof of the impossibility of renewing the certificate.

Method of completion: the condition must be fulfilled by the provider. The provider may fulfil the condition with a partner or subcontractor, provided that the latter will perform the services on the project for which the staff is required.

The tenderer fills in the Staff List and enters all the required information, including the name of the reference projects, for which **the Expert Reference Certificate is**

**submitted by the investor of the reference project (end user!) for each staff and for each staff reference separately.**

The tender shall also include a reference project certificate validated by the referencer (client of the reference transaction). **The reference transaction must be confirmed by the legal representative of the referencer or another person authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator).** The Client reserves the right to check the citations with the referrer.

In the event that the reference certificate is not signed by the legal representative of the reference, the provider must prove that the signatory of the reference certificate is authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator).

In particular, the following shall be considered as relevant evidence:

- a written authorisation from the signatory to validate references or to manage the project;
- the internal act or decision of the referee from which the signatory's role in the project is derived;
- the contract or part thereof showing the appointed project manager or responsible person;
- a record of the implementation or handover of the project from which the signatory's application arises.

For reference projects of foreign contracting authorities, equivalent supporting documents issued in the country of establishment of the referencing authority shall be considered eligible.

The selected tenderer will be obliged to inform the contracting authority of any personnel change in the provision of services of this contract (with each change, it will be obliged to submit documents proving the competence of the staff). Any additional staff who would provide the services in question, as well as a possible replacement in the offer of the registered personnel, are considered to be a change. If the registered staff leaves the tenderer's team during the performance of the contract, the contractor will have to replace them with staff who meet the required staffing conditions. The contracting authority requires that the contractor actively cooperates with at least the notified personnel throughout the implementation of the project. If, during the implementation of the project, it turns out that the personnel do not actively participate and/or that they are not personally engaged in the project, the contracting authority



has the right to apply a contractual penalty and other sanctions that will be defined in the model contracts.

## 7. Financial collateral

Pursuant to the second paragraph of Article 93 of the Public Procurement Act and point 6 of Article 62 of the Public Procurement Act, and in accordance with the Regulation on Financial Insurance in Public Procurement (Official Gazette of the Republic of Slovenia, No. 27/2016), the contracting authority in the public procurement procedure requires the selected tenderer to provide Financial Insurance for the seriousness of the tender, Financial Insurance for the good performance of contractual obligations and Financial Insurance for the elimination of defects during the warranty period.

### 7.1. Financial collateral for tender seriousness

By the deadline for submission of tenders, the tenderer must submit a blank bill of exchange declaration in the amount of:

- **Lot 1 = EUR 1,500**
- **Lot 2 = EUR 7,500**

The submitted financial collateral must correspond in content to the sample as shown in the form.

The validity of the tender security must be at least six months after the publication of the contract notice, with the possibility of renewal at the request of the contracting authority.

Tender seriousness insurance will be redeemed in the following cases:

- if the provider withdraws or changes the tender specified in the tender during its validity period, or
- if the tenderer who has been informed by the contracting authority/entity of the acceptance of its tender during the period of validity of the tender:
  - a) fails to fulfil or refuses to conclude the contract in accordance with the provisions of the Instructions to Tenderers, or
  - b) fails to provide or refuses to provide financial security for the proper performance of contractual obligations in accordance with the provisions of the Instructions to Tenderers.



In the event that the tender does not contain or does not comply with the requirements of the tender documents or the sample from the tender documents, the contracting authority shall exclude both the application and the inadmissible from the procedure of further evaluation of the applications.

The unredeemed bill of exchange statement shall be returned to the tenderer at the tenderer's request at the end of the procurement procedure.

**Financial security for the seriousness of the tender - the bill of exchange and the bill of exchange statement must arrive in physical form at the address of the contracting authority by the deadline for submission of tenders.**

**A blank bill of exchange must not be filled out, only the signature and stamp (if the tenderer operates with a stamp) of the drawer, otherwise the contracting authority will impermissibly exclude both the tender from the tender evaluation process.**

**The bill of exchange together with the blank bill of exchange must arrive at the client's address in physical form. The envelope must contain the name and address of the contracting authority, the title of the contract and DO NOT OPEN.** Regardless of the method of delivery (in person or by mail), financial collateral must arrive at the filing office by the deadline below, otherwise the offer will be considered too late (receipt theory).

## **7.2. Financial security for the good performance of contractual obligations**

The contract in Lots 1 and 2 will become valid on condition that the successful tenderer provides financial security for the proper performance of the contractual obligations, in accordance with this point of the tender documents. **Within 10 working days of signing the contract, the successful tenderer will have to provide security for the good performance of contractual obligations in the form of a bank guarantee or deposit insurance in the amount of 10% of the contract value in EUR including VAT, valid for 40 days after the expiry of the contract.**

If, in accordance with Article 95 of the Public Procurement Act, the term of validity of the contract or the value of the subject of the contract changes, the contractor will have to change, extend or replace the insurance for the good performance of contractual obligations accordingly.

The financial collateral can be redeemed by the client, in accordance with the contractual provisions.

## 8. Criteria for selecting the preferred tenderer

The contracting authority will select the most economically advantageous tenderer in each set on the basis of the following criteria:

### 8.1. Criterion for the selection of the tenderer LOT 1

**The criterion for the selection of the most advantageous tender shall be the most economically advantageous tender.** Points shall be rounded to two decimal places. Tenderers shall indicate the tender prices to two decimal places.

The most advantageous tenderer will be selected as the tenderer who meets all the requirements of the tender documentation and submits the most economically advantageous tender. The most economically advantageous tender is the tender that achieves the highest sum of points on the basis of the criterion of the most economically advantageous tender.

In the event that the Client receives several equivalent tenders, rounded to two decimal places, which will contain the same number of points, the Client will choose the provider who will receive a higher number of points according to the Staff Reference criterion. If the tenders are the same in this regard, it will select the tenderer by public lot. The Client will place a ticket with the name of each tenderer that is the subject of the draw in a closed opaque envelope. The tender that will be drawn first will be selected. Tenderers with the same number of points will be invited to the draw.

Tenderers who do not participate in the draw will receive a record of the draw.

**The criterion consists of sub-criteria with weights:**

- **tender price in EUR incl. VAT - 60 points**
- **quality and professional competence of the staff (awards, certificates and WCAG references) - up to 30 points,**
- **additional frame - up to 10 points**

### **"Total tender price" (maximum 60 points)**

The lowest total price offered from the proforma invoice in EUR including VAT, rounded to two decimal places, calculated according to the following formula:

Number of points based on criterion

$$\text{"Total Tender Price"} = \frac{\text{Lowest total price offered}}{\text{Provider's total tender price}} \times 60$$

The tender price must include all the elements of which it is composed and must include all costs in such a way that the contracting authority is not charged with any costs related to the subject of the contract. When calculating the tender value, tenderers must take into account all elements that affect the calculation of the price, such as: labor costs, overhead costs, costs of licenses and maintenance of licenses throughout the duration of the contractual relationship and paid modules, costs of using equipment, possible overtime, travel costs, translation costs, costs incurred due to changes in legislation, other costs of labor, materials and services that are not included in the description, are necessary for the efficient performance of services, and all other elements that affect the calculation of the price.

In the event of discrepancies between the data listed in the "Total Tender Value" section and the document submitted in the "Proforma Invoice" section, the data in the Proforma Invoice document shall be considered valid. If the tenderer enters a price of 0 euros for the item, it is considered that it offers it free of charge.

### **Criterion of staff qualifications:**

#### **Award:**

Insofar as the nominated staff under points 1, 2, 3 and 5 has participated in the role summarised in the tender in an award-winning project such as the DIGGIT Award, WEBSI or similar professional awards for digital achievements within the last five (5) years since the publication of the contract notice on the Public Procurement Portal, they shall receive 2 points for each individual participation in the awarded project (the name of the nominated staff must be visible as part of the participating award-winning team with of the awarding party) and a maximum of 2 such references shall be recognized for each frame.

**An individual team can receive a maximum of 5 points and the whole team a maximum of 20 points.**

**Evidence:**

**A photocopy or picture of the award.** If the award is in the name of a nominated expert, a photocopy shall be submitted. If the award is directed at an economic entity in which the staff has participated as part of the team, a link to the public announcement confirming that the nominated staff has participated as a team member on the awarded project shall be provided next to the copy of the award. Own channels (LI, FB, website, etc.) can also be considered as a public announcement, where the date of publication is evident that the nominated staff participated as a member of the awarded team. In the absence of a public announcement with the required information, a certificate must be submitted from the end user for whom the awarded project was carried out that the nominated staff participated as a member of the team.

**Certificates:**

If the staff nominated in the offer as a personnel requirement under point 3 (SEO and web analyst) has a valid SEO certificate or certificate for web analytics (certificates issued by MOZ, HubSpot, Semrush, Google, Ahrefs, and other official educational institutions will be considered valid certificates), they **will receive 2 points for each certificate, but not more than 4 points for this criterion.** A certificate that is not older than 5 years from the publication of the contract notice on the Public Procurement Portal is considered a valid certificate.

The tenderer must provide photocopies of the certificates or certificates of the certification body showing their validity. However, the certificates must be valid on the date on which the deadline for receipt of tenders expires and must be issued in the name of the reference staff. For a certificate whose validity cannot be renewed, the provider must, in addition to a photocopy of the certificate itself, provide proof of the impossibility of renewing the certificate.

**Additional staff:**

Based on the criterion "additional staff", the provider can receive **a maximum of 10 points.**

In the criterion "additional staff", the contracting authority will take into account additional professional staff (in addition to the professional staff specified as a condition), in such a way that the provider can receive up to 10 points for the additional professionally qualified staff at its disposal. This staff does not require a reference, but a signed statement from the provider that the person meets all the conditions listed below and is employed by the provider and will participate in the project.

Additional professional staff:

**A User Interface (UI) Professional** who has participated as an AI Expert in at least two (2) website design or renovation projects in the last five (5) years prior to the publication of the Contract Notice that met the following objectively verifiable conditions:

- the Website included at least two (2) language versions;
- the website included several (3 or more) content-wise or functionally distinct assemblies that required different visual templates or design components;
- An AI expert has been involved in the design of the editorial user experience, which includes designing a user interface for entering, editing, and publishing content, as well as defining workflows for publishing new content;
- the value of each project was at least EUR 35,000 excluding VAT.

For the nomination of staff who meets the conditions, the tenderer receives **7 points**.

**A junior web designer** who has at least three (3) years of work experience, where he or she held the position of web designer within a work organization

and

has participated as a web designer in the successful implementation of at least two (2) web projects\* with a total value of both projects of at least EUR 25,000 excluding VAT.

\*Web project means a digital marketing project in which the designer has participated in the design of visual solutions, user experience or creative content for online channels.

**The tenderer shall provide supporting documents such as those in the chapter Personnel ability required for the nominated staff.**

For the nomination of staff who meets the conditions, the tenderer receives **3 points**.

Proof: A successfully completed reference project for the purposes of this contract means a project that has been carried out with high quality, within the agreed deadlines and in accordance with contractual obligations. The date of completion shall be the date of signature of the handover record or other evidence showing that the project has been successfully completed, if no handover record has been signed.

Work experience is considered to be the period during which the staff was employed and contributions to the health and pension fund were paid. **For each nominated staff, a CV shall be submitted, clearly stating the number of years of professional experience in the field required and an indication of the post with a description of the duties held by the staff.**

The tenderer must, where required, provide photocopies of the certificates or certificates of the certification body showing their validity. However, certificates must be valid on the day on which the time limit for receipt of tenders expires. For a certificate whose validity cannot be renewed, the provider must, in addition to a photocopy of the certificate itself, provide proof of the impossibility of renewing the certificate.

Method of completion: the condition must be fulfilled by the provider. The provider may fulfil the condition with a partner or subcontractor, provided that the latter will perform the services on the project for which the staff is required.

The provider fills in the Staff List and enters all the required information, including the name of the reference projects for which **the Expert Reference Certificate is submitted by the investor of the reference project (end user!) for each staff and for each staff reference separately, where required. Reference transactions must be validated by the final client of the reference transaction. The reference transaction must be confirmed by the legal representative of the referencer or another person authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator). The Client reserves the right to check the citations with the referrer.**

In the event that the reference certificate is not signed by the legal representative of the reference, the provider must prove that the signatory of the reference certificate is authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator).

In particular, the following shall be considered as relevant evidence:

- a written authorisation from the signatory to validate references or to manage the project;
- the internal act or decision of the referee from which the signatory's role in the project is derived;
- the contract or part thereof showing the appointed project manager or responsible person;

For reference projects of foreign contracting authorities, equivalent supporting documents issued in the country of establishment of the referencing authority shall be considered eligible.

If the reference client is a (legal) person established outside the Republic of Slovenia, the economic operator must submit proof in the tender proving that the signatory of

the reference certificate is authorised to certify reference transactions (e.g. an extract from the court register showing legal representatives or an appropriate authorisation).

## 8.2. Criteria for the selection of the most advantageous tenderer LOT 2

**The criterion for the selection of the most advantageous tender shall be the most economically advantageous tender.** Points shall be rounded to two decimal places. Tenderers shall indicate the tender prices to two decimal places.

The most advantageous tenderer will be selected as the tenderer who meets all the requirements of the tender documentation and submits the most economically advantageous tender. The most economically advantageous tender is the tender that achieves the highest sum of points on the basis of the criterion of the most economically advantageous tender.

In the event that the Contracting Authority receives several equivalent tenders, rounded to two decimal places, which will contain the same number of points, the Contracting Authority will choose the tenderer who will receive a higher number of points according to the criterion of Additional Staff. If the tenders are the same in this regard, it will select the tenderer by public lot. The Client will place a ticket with the name of each tenderer that is the subject of the draw in a closed opaque envelope. The tender that will be drawn first will be selected. Tenderers with the same number of points will be invited to the draw. Tenderers who do not participate in the draw will receive a record of the draw.

**The criterion consists of sub-criteria with weights:**

- **tender price – max 60 points,**
- **CMS functionality – max 20 points,**
- **additional staff – max 10 points**
- **the provider has a valid ISO 27001 certificate or equivalent – 10 points**

**"Total tender price"** (maximum 60 points)

The lowest total price offered from the proforma invoice in EUR including VAT, rounded to two decimal places, calculated according to the following formula:

Number of points based on criterion

$$\text{"Total Tender Price"} = \frac{\text{Lowest total price offered}}{\text{Provider's total tender price}} \times 60$$

The tender price must include all the elements of which it is composed and must include all costs in such a way that the contracting authority is not charged with any costs related to the subject of the contract. When calculating the offer value, tenderers must take into account all elements that affect the calculation of the price, such as: labor costs, overhead costs, costs of using equipment, costs of licenses and maintenance of licenses throughout the duration of the contractual relationship and paid modules, possible overtime, travel costs, translation costs, costs incurred due to changes in legislation, other costs of labor, materials and services that are not included in the description, are necessary for the efficient performance of services, and all other elements that affect the calculation of the price.

In the event of discrepancies between the data listed in the "Total Tender Value" section and the document submitted in the "Proforma Invoice" section, the data in the Proforma Invoice document shall be considered valid. If the tenderer enters a price of 0 euros for the item, it is considered that it offers it free of charge.

#### 8.2.1. Criterion Additional functionalities of CMS

According to this criterion, the provider can receive a maximum of **20 points**.

A provider who offers a CMS that meets all technical requirements and provides additional functionality will receive the following number of points for each additional functionality:

Functionality	Points
Artificial intelligence and personalization functionalities integrated into the CMS editorial interface	2
Possibility of time-delayed publication of content	2
Generate a QR Code for a selected page	1

Points are awarded exclusively if the functionality is actually demonstrated in the CMS tool and is not provided through external or separate add-ons.

Maximum points: **5**



### 8.2.2. User interface (UI/UX for editors)

#### a) Centralized management of multiple websites and languages

Centralized management means the management of multiple websites, domains and languages within a single CMS instance, with:

- a uniform user model;
- a central rights policy;
- common content types and components,
- No need for separate installations or duplicate configurations.

Scoring:

- Not enabled: **0 points**
- Partially enabled (via configurations or code tampering): **1 point**
- fully enabled within the CMS user interface: **4 points**

#### b) Default Content Editor (WYSIWYG)

The well-supported editor enables structured content editing, validation, control over the use of components and a clear separation of content from the presentation layer.

Scoring:

- No default editor: **0 points**
- Partially enabled editing: **1 point**
- Fully supported and structured editor: **4 points**

Maximum UI/UX scores: **8**

### 8.2.3. Security of CMS solutions

Regular security reviews of the CMS solution as a product:

- No security checks: **0 points**
- own, documented penetration examinations: **2 points**
- Security checks for major versions: **4 points**
- Regular annual reviews by independent institutions: **7 points**

Security reviews should apply to the CMS solution as a product, not just an individual implementation or website.

### Evidence:

The provider must attach the latest certificate or certificate of security review of the tool, by an independent institution or a certificate that such review was carried out by the principal or the provider himself

and

The provider must attach a security policy document or a link to the website where the security policy is described.

#### 8.2.4. Demonstration of the CMS tool

**The client will request a demonstration of both the default and additional functionalities of the offered CMS tool.** On the basis of the demonstration, the Client reserves the right to mark the offer as unsuitable if the Provider fails to prove the actual operation of each required default functionality at the demonstration.

The provider will present and demonstrate the functionality of the offered CMS tool at the client's premises. As part of the demonstration, the provider must clearly and unambiguously demonstrate that the CMS tool offered meets the following criteria:

- demonstration of functionality and user interface in the basic ("out-of-the-box") configuration,
- demonstration of the flexibility, scalability and connectivity of the system.

All required functionalities must be demonstrated by the provider directly in the offered CMS tool. Marketing materials, descriptive presentations or technical specifications are not considered as an appropriate demonstration of functionality.

A demonstration is considered to be the actual use of the CMS tool, i.e. practical "clicking" and implementation of functionality in a working environment, which can be a demo or production environment. In order to obtain points, the provider must demonstrate in the tool itself the operation of each individual required functionality and the functionalities that are taken into account for additional scoring.

The Client reserves the right to request additional explanations at the demonstration regarding the manner of providing individual functionality.

The provider shall fill in the table in **the document Annex Lot 2 – mandatory requirements of the CMS.**

#### 8.2.5. Measure additional staff

Based on the criterion "additional staff", the provider can receive **a maximum of 10 points**.

In the criterion "additional staff", the contracting authority will take into account **additional professional staff** (in addition to the professional staff specified as a condition), in such a way that the provider can receive up to 10 points for the additional professionally qualified staff at its disposal.

**A Quality Assurance (QA) specialist** nominated as an additional staff member must meet the following conditions:

- Have at least five (5) years of professional experience, during which period they have held a position in the field of quality assurance (QA) of online or digital solutions within one or more work organisations;
- has participated as a QA expert in at least two (2) successfully completed online projects (website or web application) in the last five (5) years prior to the publication of the contract notice, with a value of at least EUR 25,000 excluding VAT per project.

A tenderer who nominates an additional Quality Assurance (QA) expert who meets the above conditions will receive 10 points.

#### Evidence:

A reference project successfully completed for the purposes of this contract means a project that has been carried out with high quality, within the agreed deadlines and in accordance with contractual obligations. The date of completion shall be the date of signature of the handover record or other evidence showing that the project has been successfully completed, provided that no handover record has been signed.

Work experience is considered to be the period during which the staff was employed and contributions were paid into the health and pension funds. **For each nominated staff, a CV shall be submitted, clearly stating the number of years of professional experience in the field required and an indication of the post with a description of the duties held by the staff.**

The tenderer must, where required, provide photocopies of the certificates or certificates of the certification body showing their validity. However, certificates must be valid on the day on which the time limit for receipt of tenders expires. For a certificate whose validity cannot be renewed, the provider must, in addition to a photocopy of the certificate itself, provide proof of the impossibility of renewing the certificate.

Method of completion: the condition must be fulfilled by the provider. The provider may fulfil the condition with a partner or subcontractor, provided that the latter will provide services to the project for which the staff is required.

The tenderer fills in the Staff List and enters all the required information, including the name of the reference projects, for which **the Expert Reference Certificate is submitted by the investor of the reference project (end user!) for each staff and for each staff reference separately.** Reference transactions must be validated by the final client of the reference transaction, with contact details for verification of the reference. In the event that the reference certificate is not signed by the legal representative of the reference, the provider must prove that the signatory of the reference certificate is authorised or responsible for the implementation of the reference project (e.g. project manager, contract administrator).

In particular, the following shall be considered as relevant evidence:

- a written authorisation from the signatory to validate references or to manage the project;
- the internal act or decision of the referee from which the signatory's role in the project is derived;
- the contract or part thereof showing the appointed project manager or responsible person;
- a record of the implementation or handover of the project from which the signatory's application arises.

#### 8.2.6. Benchmark ISO standard

**A provider (in the case of a joint offer, all partners in the offer must have the standard) who has a valid ISO 27001 certificate or equivalent receives 10 points.**

Proof: Copy of a valid certificate

In the event that the contracting authority receives several equivalent tenders, rounded to two decimal places, containing the same number of points, the contracting authority will select the tenderer by public lot. The Client will place a ticket with the name of each tenderer that is the subject of the draw in a closed opaque envelope. The tender that will be drawn first will be selected. Tenderers with the same number of points will be invited to the draw. Tenderers who do not participate in the draw will receive a record of the draw.

In the event of discrepancies between the data listed in the "Total Tender Value" section and the document submitted in the "Proforma Invoice" section, the data in the

Proforma Invoice document shall be considered valid. If the tenderer enters a price of 0 euros for the item, it is considered that it offers it free of charge.

## 9. Tender documentation

Economic operators should carefully examine the tender documentation and communicate any ambiguities or disagreements with it to the contracting authority via the Public Procurement Portal, by the deadline for asking questions. Otherwise, the tender documents shall be deemed to be clear and to the economic operator's agreement with them.

By submitting the tender, the tenderer confirms that it fully accepts the contracting authority's terms and conditions from the tender documentation.

Regardless of the outcome of the procurement procedure, tenderers shall assume all costs of preparing the tender, including any other costs incurred by them in the procedure or in connection with the procurement procedure. By submitting a tender, tenderers agree to the method of performance of the public contract as defined in the procurement documents and in accordance with the applicable regulations.

The public procurement procedure is conducted in Slovenian. Tenderers can submit their tenders in Slovenian or English. The Contracting Authority reserves the right to require the Tenderer to officially translate individual parts or the entire Tender submitted in English into the Slovenian language at the stage of review and evaluation of tenders. In this case, the Client sets an appropriate deadline for the submission of the translation, and the costs of the translation are borne by the provider. In the event of a discrepancy between the text in English and the translation into Slovenian, the Slovenian version is decisive.

### 9.1. Explanation ESPD form, quotation form and contract signature

The instructions and the form are available at: <https://ejn.gov.si/espd>, ESPD Instructions for Use on page <https://ejn.gov.si/sistem/usmeritve-in-navodila/navodila-in-obrazci.html>.

In addition to other data, the provider enters the total tender price in EUR excluding VAT, the rate and amount of VAT and the total tender price including VAT in the "Offer – proforma invoice" form. The unit price may not increase after the tender has been submitted or during the term of the contract.

**The subject of the tender must meet all the technical and other requirements specified in this tender documents. The tenderer must have at its disposal sufficient technical, human, financial and other facilities necessary for the performance of the contract to be able to carry out the subject-matter of the contract within the time limits, under the conditions and in the manner required by the procurement documents. Variant tenders are not allowed.**

The tender must be valid as specified in the contract notice published on the procurement portal. If the public procurement procedure takes longer than anticipated and it is necessary to extend the validity of the tender, the tenderer may do so on its own initiative or at the request of the contracting authority.

The tenderer must fill in and tender all items in the Offer - Quote form, where the prices must be rounded to a maximum of two decimal places. If the provider does not enter an individual price or uses the "/" sign or similar, the price for such item is considered to be zero (0) EUR, i.e. that it offers an item where there is no price entered free of charge, or that the price for it is included in other items of the quotation invoice.

In the "Total Tender Value" section, the tenderer enters the total tender amount excluding tax in EUR and the amount of tax in EUR in the "Total Tender Value" section of the e-JN system. The amount together with the tax in EUR is calculated automatically. And in the "Proforma invoice" section, upload a file in Word, Excel or PDF format. " The total "tender value", which will be entered in the section of the same name, and the document that will be uploaded as a pro forma invoice in the "Proforma invoice" section, will be visible and accessible at the public opening of tenders.

In the event of discrepancies between the data specified in the "Total Tender Value" section and the document specified in the Detailed Quote Invoice form, the value from the Detailed Quotation Invoice shall be taken into account.

The contracting authority shall conclude a contract with the selected tenderer for the execution of this contract no later than 48 days from the final decision on the award of the contract, except in the case of the existence of circumstances referred to in paragraph 8 of Article 90 of the ZJN-3 or other relevant legislation.

The contract must be signed by the selected tenderer and returned to the client within 7 days after receiving the contract for signature.

If the successful tenderer fails to sign the contract and return it within the time limit given to it by the contracting authority (basic or possibly extended), the tender shall be deemed to have been withdrawn, unless the successful tenderer has an objective reason for the delay. Objective reasons are considered to be those which could not have been influenced, expected, prevented, eliminated and avoided by the successful tenderer. Against the selected tenderer, who has no objective reason for the delay,

the contracting authority will submit a proposal to the State Audit Commission for the initiation of misdemeanour proceedings under Article 112 of the ZJN-3.

## 10. Joint offer

**A group of economic operators may submit a joint tender.** In such a case, all economic operators participating in the joint tender must be indicated in the ESPD forms. Tenderers participating in a joint tender must indicate on the ESPD form what their role is in the group, with one tenderer choosing the role of lead partner. The client will communicate with the lead partner until the decision on the order is made.

In the case of a joint tender, there must be no grounds for exclusion from any tenderer and the qualification conditions may be fulfilled jointly by the tenderers (unless a particular condition requires it to be fulfilled by all partners in the joint tender or by all economic operators in the tender).

Each tenderer in the joint tender must complete and submit the ESPD form, the Declaration of Participation in the Tenderer's Ownership and Associated Companies form, the Declaration of Absence of Personal Connections form and criminal record certificates. It is desirable that the criminal record certificates be submitted by each tenderer in the joint tender both for itself and for any person who is a member of its administrative, management or supervisory body or who has the power to represent or decide or control its administrative, management or supervisory body.

The ESPD forms, the Quotation Invoice, the Subcontractors and the draft Contract shall be signed and stamped by the lead partner in the joint tender. Providers shall authorise the lead partner to sign or submit all the documents referred to in this paragraph in their internal relationship. Such authorisation or authorisations do not have to be submitted in the tender documentation, but the lead partner will have to submit it/them at a later date, if the contracting authority so requests.

In the event that a group of tenderers is selected for the performance of the contract in question, the contracting authority will require them to submit an act on joint performance of the contract (e.g. a cooperation agreement), which will precisely define the tasks, rights and obligations of individual tenderers, the manner of settling obligations by the contracting authority (to each tenderer separately or through the lead partner) and any authorizations to communicate with the contracting authority. In any case, all providers shall be jointly and severally liable to the Contracting Authority.



## 11. Subcontracting

In the event that the tenderer will cooperate with subcontractors in the performance of the contract, it must indicate all subcontractors in the ESPD form. A tenderer may subcontract part of a contract, but not the entire contract. The tenderer must also submit in the tender a completed ESPD form for each subcontractor with whom it will work on the contract.

A tenderer who intends to perform a contract with subcontractors does not have to submit agreements or contracts with subcontractors in the tender, but will have to submit them subsequently if the contracting authority so requests. The same applies to the case when the provider uses the capacities of another entity in accordance with Article 81 of the ZJN-3.

There must be no grounds for exclusion in respect of any of the subcontractors. The conditions for recognition of suitability may be fulfilled by a tenderer or group of tenderers by subcontracting (unless a particular condition requires it to be fulfilled by all partners in the joint tender or by all economic operators in the tender). The absence of grounds for exclusion and the existence of conditions for recognition of competence shall be demonstrated in the case of subcontractors, as in the case of other economic operators, in accordance with point 8 of this tender specification ('Qualification assessment').

If there are reasons for exclusion of an individual subcontractor or if it does not meet the conditions for participation from this tender documentation, the contracting authority will reject such a subcontractor and request its replacement (or the takeover of part of the contract of the rejected subcontractor by the tenderer). The same applies to other entities whose capacities are used by the provider in accordance with Article 81 of the ZJN-3.

The selected tenderer shall be fully liable in relation to the contracting authority for the performance of the contract, even if the contract is performed with subcontractors.

Subcontractors who will be notified in the tender must duly fill in, date, sign and stamp their ESPD form, and the tenderer must submit this form in its tender for each economic operator that intends to participate in the performance of the public contract and has the status of a subcontractor in accordance with the ZJN-3 or the practice of the State Audit Commission.

A tenderer (or group of tenderers) intending to subcontract part of a public contract must submit in the tender a completed, signed, dated and stamped 'Subcontractors' form, in which it must indicate all subcontractors, each part of the contract which it



intends to subcontract and the contact details and legal representatives of the proposed subcontractors.

Direct payments to subcontractors are mandatory under the ZJN-3 in the event that the subcontractor requests it. In such a case, the tenderer must enclose in the tender a completed, dated and signed and stamped form "Subcontractor's Statement on Direct Payments".

In cases where a subcontractor requests direct payments, which are expected to amount to more than EUR 10,000.00 excluding VAT, it is also necessary to submit a declaration or information for such a subcontractor on the participation of natural and legal persons owned by the subcontractor, including the participation of silent partners, and on the economic entities for which, according to the provisions of the Act, which regulates companies, considers them to be affiliated companies with a subcontractor.

In the event that the subcontractor does not request direct payment from the contracting authority, the contractor must, no later than 60 days after the payment of the final invoice, submit a written statement of the contractor and the subcontractor that the subcontractor has received payment for the services performed in the public contract in question. If the statement is not submitted, the contracting authority will initiate proceedings to determine the misdemeanor, in accordance with the provisions of the ZJN-3.

## 12. Confidentiality

Economic operators who become acquainted with confidential information or trade secrets in the public procurement procedure are obliged to protect them in accordance with the regulations. The information that the economic operator is justified in marking as a trade secret will be used only for the purposes of the procurement procedure and will not be accessible to anyone outside the circle of persons who will be involved in the procurement procedure. This information will not be published at the opening of tenders, nor in the further proceedings.

An economic operator may designate as a trade secret information which is not generally known or easily accessible to persons in the circles normally dealing with this type of information, which has a commercial value and which is defined as a trade secret by its internal acts. If the economic operator marks certain information as a trade secret, the contracting authority reserves the right to ask it to submit an internal act (decision, rulebook or similar) on the protection of trade secrets, which must specify which information is to be protected as a trade secret and for what reason. The contracting authority will treat as confidential those information in the tender

documentation that will be clearly marked as a business secret. If only certain information in the document is confidential, this must also be clearly marked.

When doing business with the public sector, some information is public, so there are exceptions to the protection of trade secrets. The contracting authority shall not protect the confidentiality of information that is public on the basis of the Public Procurement Act or on any other legal basis, regardless of whether the economic operator designates it as a trade secret. Information that is public on the basis of the practice of the competent authorities cannot also constitute trade secrets.

### 13. Legal Protection Training

A request for review relating to the content of the publication and/or the procurement documents may be submitted no later than ten working days from the date of publication of the contract notice or the availability of the procurement documents. No application for review may be filed after this deadline.

The request for revision is served directly via the eRevizija portal. The information that a request for revision has been submitted is automatically published in the procurement file on the Public Procurement Portal immediately via the eAudit Portal.

The applicant must attach to the request for review or indicate:

- the name and address of the applicant (hereinafter: the applicant) and the contact person,
- name of the client,
- the contract code;
- the subject matter of the contract,
- the power of attorney to represent in the pre-audit and revision proceedings, if the applicant acts with a proxy,
- confirmation of payment of the fee in the amount of EUR 4,000 to the account SI56 0110 0100 0358 802 (reference 16110-7111290-XXXXXXX, where XXXXXX is the number of the contract notice from the Public Procurement Portal, which is given in the format JNXXXXXX/20XX-XX).

Tamara Zajec Balažič, Director

## ANNEXES

## APPLICATION OF THE TENDERER

<b>Public procurement</b>	<b>Website renovation</b>
<b>Specification of the lot</b>	

<b>Name of the provider</b>	
Business Address	
Registration Number	
VAT ID (Tax ID)	
Business account* <i>(IBAN account number, bank)</i>	
<b>Contact details</b> for the purposes of carrying out the procedure, concluding the contract <sup>2</sup> <i>(name and surname, e-mail and phone number)</i>	
<b>Legal representatives of the provider, other persons authorized to represent, decide and control the provider and members of the administrative, management and supervisory body of the provider</b> <i>(name and surname, position/function and social</i>	

<sup>2</sup> In the ESPD form, in **Part II: Information related to the economic operator, point A: Information about the economic operator, the provider** shall also fill in the fields "E-mail" and "Phone". In the case of the selection of the tenderer in the public contract in question, the above information will be published in the contract award notice on the Public Procurement Portal, in the **"D. Results" section, under the item "D.2.3 Selected tenderer", in the fields "Official e-mail address of the economic operator" and "Official telephone number of the economic operator"**. By signing this form and the ESPD form, the tenderer gives consent to the public publication of the information on the official e-mail address of the economic operator and the public publication of the official telephone number of the economic operator.

security number, if not specified in the ESPD form)	
Person who submitted a tender on e-JN <i>(name and surname, job/function)</i>	
Signatory to the contract* <i>(name and surname, job/function)</i>	
Contract Administrator* <i>(name and surname, job/function)</i>	
Subcontracting (YES / NO)	
Participation of several partners in a joint tender (consortium) - <b>joint tender</b> (YES / NO)	
Other use of the facilities of <b>other entities – Article 81 ZJN-3</b> (YES / NO)	
The provider is an " <b>SME</b> " <sup>3</sup> ? (YES / NO)	

\*Optionally, the information can also be communicated only at the stage of concluding the contract.

**By submitting a tender, the tenderer confirms that it fully accepts the terms and conditions of the contracting authority from the tender documents.**

<sup>3</sup> SME is a label for micro, small and medium-sized enterprises as defined in Commission Recommendation 2003/361/EC. To be identified as an SME, an enterprise must meet the following criteria:  
a) employs fewer than 250 people, AND  
b) the annual turnover does not exceed EUR 50 million OR the annual balance sheet total does not exceed EUR 43 million.

The tender shall be valid for six months after the publication of the contract notice on the Public Procurement Portal.

**We give our consent that** , subject to Article 89 7 of the Public Procurement Act, the Contracting Authority may correct the calculation errors that it discovers during the review and evaluation of the tender, whereby the quantity and unit price excluding VAT must not be changed, and that the Contracting Authority may correct the incorrectly written VAT rate into the correct (*appropriately marked*):

☐ YES

☐ NO

**We give our consent that** the contracting authority, taking into account the 7th paragraph of Article 89 of the ZJN-3, may correct computational errors in the tender due to an incorrect predetermined mathematical operation by the contracting authority by calculating the value taking into account the correct mathematical operation (*appropriately marked*), taking into account the quantities and unit prices excluding VAT offered by the tenderer:

☐ YES

☐ NO

By submitting a tender through the portal, the tenderer's user of the e-JN portal demonstrates and declares his will to submit a binding tender on behalf of the tenderer (Article 18 of the CC)<sup>4</sup>. By submitting an offer, it is binding for the time specified in the offer, unless the user of the provider withdraws or changes it before the expiry of the deadline for submission of tenders.

V \_\_\_\_\_, on

(stamp) \_\_\_\_\_

signature of the provider's representative

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<sup>4</sup> The Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – sec. US and 20/18 – OROZ631)

REGISTRATION OF OTHER PARTICIPANTS	
Public procurement	Website renovation
Specification of the lot	

The form is filled in for each contractual partner, subcontractor or other entity separately.

<b>Mark the role of the Business Subject</b> (surround, underline, etc.)	Partner / Subcontractor / Other Entity
<b>The name</b> of the Business Subject	
Business Address	
Company registration number	
VAT ID (Tax ID)	
<b>Contact details</b> (e-mail, phone)	
<b>Legal representatives of</b> the entity, <b>other persons authorised to</b> <b>represent, make decisions and</b> <b>control</b> over the entity and <b>members of</b> <b>the administrative, management and</b> <b>supervisory</b> body of the entity (name and surname, job title/function and social security number, if not specified in the ESPD form)	
<b>Role(s) in the business</b> to be performed by Business Subject  (clearly and concisely describe the type and content of the participation of the entity in the contract in question)	(In the case of a joint tender, the tender must also be accompanied by a <b>contract or other relevant document</b> <b>from which the division of works will</b> <b>be derived)</b>
<b>Share in %</b> of the total transaction to be performed by the entity (applies to a performance with a partner or subcontractor)	



Does the <b>subcontractor</b> request <b>direct payment</b> ? (YES / NO)	(if yes, signed declarations from the subcontractor to this effect must be submitted)
Is the entity an " <b>SME</b> " <sup>5</sup> ? (YES / NO)	

(stamp) -----  
signature of the provider's representative

<sup>5</sup> SME is a label for micro, small and medium-sized enterprises as defined in Commission Recommendation 2003/361/EC. To be identified as an SME, an enterprise must meet the following criteria:  
a) employs fewer than 250 people, AND  
b) the annual turnover does not exceed EUR 50 million OR the annual balance sheet total does not exceed EUR 43 million.

## SUBCONTRACTORS

In the procedure for awarding the public contract "Renovation **of the Websites**", we declare that we will carry out the public contract with the following subcontractors:

No.	Name and address of the subcontractor	Subcontracted part of the contract (value and type of works)	Subcontractor requests direct payments (surround)
1.			YES NO
2.			YES NO
3.			YES NO
4.			YES NO

The economic operator may extend the form and its individual lines if necessary.

Date and place:

Stamp and signature of the tenderer:

\_\_\_\_\_

\_\_\_\_\_

It shall be completed for each lot and for each subcontractor separately.

## SUBCONTRACTOR'S DECLARATION OF DIRECT PAYMENTS

Public procurement	Website renovation
Economic operator	
Specification of the lot	

In the procedure for awarding the public contract "**Renewal of websites**", on the basis of the fourth indent of the second paragraph of Article 94 of the Public Procurement Act, we request that the contracting authority \_\_\_\_\_ settle our claims against the provider directly to us instead of the provider.

In accordance with the second indent of the fifth paragraph of Article 94 of the Public Procurement Act, we agree that the client shall settle our claims against the provider directly to us instead of the provider.

Date and place:

\_\_\_\_\_

Stamp and signature of the  
business subject:

\_\_\_\_\_

## ECONOMIC OPERATOR'S DECLARATION

Public procurement	Website renovation
Economic operator	
Specification of the lot	

Regarding our tender for the implementation of the public contract "**Website renovation**", we declare the following under material and criminal liability:

1. that we are not in one of the following situations, as defined in the first paragraph 5k of Article 5k of COUNCIL REGULATION (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and are therefore not:
  - a) a Russian citizen or a natural or legal person, entity or body established in Russia;
  - b) a legal person, entity or body of which more than 50 % of the shareholding is directly or indirectly owned by the entity referred to in point (a) of this paragraph; or
  - c) a natural or legal person, entity or body acting on behalf of or at the direction of an entity referred to in point (a) or (b) of this paragraph;
  - d) a subcontractor, supplier or entity whose facilities are used within the meaning of the Public Procurement Directives, which represent more than 10% of the value of the contract in question and which fulfils any of the circumstances referred to in points a), b) or c).
2. that the undersigned legal or authorised representative of the economic operator confirms that the above-mentioned economic operator fulfils all the conditions for participation and that there are no exclusion grounds for it as defined in the procurement documents.<sup>6</sup>

Date and place:

Stamp and Signature of Business Subject:

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<sup>6</sup> The declaration of compliance with the requirements of the contracting authority in question represents the economic operator's own declaration that no grounds for exclusion are given for him and that he meets the conditions for participation. In the event that the provider acts with partners, the statement below must also be signed by each of the partners. In the case of subcontractors, the declaration below must be signed by each of the subcontractors.

**PROFORMA INVOICE FOR LOT 1**

<b>Public procurement:</b>	<b>Website renovation</b>
<b>Provider:</b>	
<b>Offer No.:</b>	
Note: The full name of the provider is indicated above and, in the case of a joint offer, the full name of all partners in the joint offer.	

<b>Total tender price in EUR incl. VAT</b>	
--	--

Number of additional nominated staff:

Staff testimonials:

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By submitting a tender, we confirm that we will fulfill the order in the manner and under the conditions set out in the tender documents, including the draft contract and the Technical Specification Lot 1 document. A detailed quotation invoice is uploaded to the "Other Attachments" tab, the subject form to the "Proforma Invoice" tab.

We hereby declare that we are bound by the tender for six months after the publication of the contract notice on the Public Procurement Portal.

Date and place:

Stamp and signature of the  
tenderer:

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## PROFORMA INVOICE FOR LOT 2

<b>Public procurement</b>	<b>Website renovation</b>
<b>Provider</b>	
<b>Offer No.:</b>	
Note: The full name of the provider is indicated above and, in the case of a joint offer, the full name of all partners in the joint offer.	

<b>Total tender price in EUR incl. VAT</b>	
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<b>Number of additional nominated staff:</b>	
<b>We have a valid ISO 27001 certificate or equivalent (circle)</b>	Yes No
<b>CMS that we offer in our offer:</b> (the provider clearly states the information about the CMS, namely the name and version of the CMS)	

By submitting a tender, we confirm that we will perform the order in the manner and under the conditions set out in the tender documents, including the draft contract and the Technical Specification Lot 2 document. A detailed quotation invoice is uploaded to the "Other Attachments" tab, the subject form to the "Proforma Invoice" tab.

By submitting a tender, we confirm that the CMS we propose meets all the requirements set forth in the exclusion conditions set forth in Appendix Lot 2 – Mandatory CMS Requirements. Exclusion conditions (mandatory requirements).

We hereby declare that we are bound by the tender for six months after the publication

of the contract notice on the Public Procurement Portal.

Date and place:

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Stamp and signature of the  
tenderer:

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## DETAILED PROFORMA INVOICE FOR LOT 2

<b>Public procurement</b>	<b>Website renovation</b>
<b>Provider</b>	
<b>Offer No.:</b>	

Title	Unit of Measure	Quantity	Unit price excluding VAT	Total price without VAT
*Implementation of CMS and website development based on UX recommendations and specifications given in the public procurement	Service	1		
Routine Technical Maintenance	Monthly lump sum	60		
Regular Support – Year 1 (Support)	Monthly flat rate (10 hours)	12		
Regular support – from 2 to 5 years (Support)	Monthly flat rate (5 hours)	48		
Upgrades and changes (Change Requests)	Hour	875		
Total in EUR excluding VAT				
Value of VAT in EUR				
<b>Total in EUR incl. VAT</b>				

\*The Provider shall include in this item the price of the service of setting up a new website, including the prices for any necessary licenses for implementation and maintenance.

Place and date:

Stamp:

Signature:

## LIST OF REFERENCE CONDITIONS — LOT 1

<b>Public procurement</b>	Website renovation
<b>Provider</b>	

In the public contract in question, we propose the following references for the reference condition:

	<b>Reference 1</b>	<b>Reference 2</b>	<b>Reference 3</b>
Name of the client of the reference transaction			
Size of the company according to ZGD-1			
Project value			
Year and month of project completion			
Referral website URL			
At least WCAG 2.1 AA compliance (YES/NO)			
Details of the representative of the client of the reference transaction for the verification of the reference, (name and surname, position, e-mail address, telephone number)			

Date and place:

Stamp and signature of the tenderer:

## STAFF LIST – LOT 1

<b>Public procurement</b>	Website renovation
<b>Provider</b>	

In the public procurement in question, we nominate the following staff to demonstrate the personnel condition:

	<b>1. UX Planner</b>	<b>2. Web Designer</b>	<b>3. SEO &amp; Web Analyst</b>	<b>4. Person to perform the content migration</b>	<b>5. Project Manager</b>
Name and surname					
Employer					
Position in the company					
Number of years of professional experience					
Language of communication with the client					
<b>Reference 1</b>					
Company name					
Referral website URL					
At least WCAG 2.1 AA compliance (YES/NO)					

<b>Reference 2</b>					
Company name					
Referral website URL					
At least WCAG 2.1 AA compliance (YES/NO)					

*Add lines for references if necessary.*

**Within the criterion, we are announcing awards for the following staff:**

	<b>1. UX Planner</b>	<b>2. Web Designer</b>	<b>3. SEO &amp; Web Analyst</b>	<b>5. Project Manager</b>
Name and surname				
The name of the award				
Client of the awarded project				
Year of Award Received				
The role of staff in the award-winning project				

As part of the criterion, we apply for the following certifications for SEO staff and web analyst \_\_\_\_\_  
(name and surname):

	Certificate 1	Certificate 2
Certificate Name		
Certificate Issuer		
Year of issue of the certificate		

Within the criterion, we nominate additional staff:

	User Interface (UI) Specialist	Junior Web Designer
Name and surname		
Employer		
Position in the company		
Number of years of professional experience		
Language of communication with the client		

<b>Reference 1</b>		
Company name		
Referral website URL		
<b>Reference 2</b>		
Company name		
Referral website URL		

Date and place:

Stamp and signature of the  
tenderer:

\_\_\_\_\_

\_\_\_\_\_



## REFERENCE PROJECT CERTIFICATE – LOT 1

### Instructions for filling out the form:

- The investor (client of the project) signs the form, thereby confirming that the reference transaction has been properly executed. The investor circles each indent in the Reference Transaction Description column, or provides an umbrella confirmation (Yes/No) as provided in the table.
- For each reference separately, its own form is filled out.

Information about the client of the reference project (name of the company, size of the company according to ZGD-1)	
Referral website URL	
Brief description of the reference website	
Description of the reference transaction	<p>A user and editorial experience (UX) planning and website design project that meets all of the following criteria:</p> <ul style="list-style-type: none"> <li>- in at least 2 languages or more</li> <li>- contains advanced navigation (e.g. megamenu or multi-level navigation with multiple functional sets),</li> <li>- includes at least one interactive functionality that goes beyond the basic contact forms (e.g. event registrations, submission of enquiries, multi-step forms);</li> <li>- includes integration with at least two back-end systems (e.g. CRM, marketing automation, event system),</li> <li>- It combines several content-related or business-competitive sets (e.g. products, services, campaigns, institutional content) within a single information architecture.</li> </ul>

The project achieved at least WCAG 2.1 AA compliance (enter YES/NO)	
Signing of the handover protocol or completion of the project (date)	
Service provider (data of the company for which the reference is validated)	
We confirm that the project has been successfully completed to the extent envisaged (i.e. all agreed requirements have been implemented), in accordance with the contractual provisions and has included all points in the Reference Project Description line	Yes No
Value of the transaction in EUR excluding VAT (for reference where value is disclosed)	
Information about the signatory of this certificate (name and surname, position, e-mail address, telephone number)	

Date and place:

Stamp

Signature of the referrer

## STAFF REFERENCE CERTIFICATE - LOT 1

### Instructions for filling out the form:

- In the line "Description of tasks performed within the framework of the reference job", the provider enters data on what functionalities have been achieved within the framework of the reference project, whereby it is crucial that the data regarding the criteria required for each staff reference are provided. If an individual required functionality/task is not specified, it is considered not to have been performed.
- **The investor (client of the project) signs the form**, thereby confirming that the reference transaction where the expert acted was properly carried out
- For each reference and for each personnel separately, their own form is filled out.

Name and surname of the expert	
The role in which the cast is nominated	
Information about the client of the reference project (name of the company, size of the company according to ZGD-1)	
URL of the referring website	
Description of the tasks carried out under the reference project	
The project achieved at least WCAG 2.1 AA compliance (enter YES/NO) – where required	
The role of the nominee in the reference business	
The final client of the project confirms that the nominated specialist in the role specified in the line "The role of the nominated personnel in the reference business" has	YES NO

performed the work professionally and qualitatively, in accordance with contractual obligations.	
Project completion date	
Value of the project in EUR excluding VAT (for references where the value of the project is requested)	
Information about the signatory of this certificate (name and surname, position, e-mail address, telephone number)	

Date and place:

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Stamp and signature of the referrer

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## STAFF REFERENCE CERTIFICATE – TENDERER’S STATEMENT LOT 1

### Instructions for filling out the form:

- **The HR provider**, where it is stated that a confirmed reference by the client is not required, **fills in the form below**.
- In the line "Description of tasks performed within the framework of the reference project" , the provider enters data on what functionalities have been achieved within the framework of the reference project, whereby it is crucial that the data on the criteria required for each staff reference are provided. If an individual required functionality/task is not specified, it is considered not to have been performed.
- For each frame individually, they fill out their own form.

Name and surname of the expert	
The role in which the cast is nominated	
Number of years of professional experience	
<b>Reference 1</b>	
Client details of reference project 1 (company name, project name, project URL, where required)	
Description of the tasks carried out under the reference project	
Project completion date	
Value of the project in EUR excluding VAT (for references where the value of the project is requested)	
Information about <b>the person at the client</b> who can confirm the authenticity of the reference (name and surname, position, e-mail address, telephone number)	
<b>Reference 2</b>	

Client details of reference project 1 (company name, project name, project URL, where required)	
Description of the tasks carried out under the reference project	
Project completion date	
Value of the project in EUR excluding VAT (for references where the value of the project is requested)	
Information about the person at the client who can confirm the authenticity of the reference (name and surname, position, e-mail address, telephone number)	

Legal representative of the \_\_\_\_\_ provider (name of the provider)

Name and Surname, Position: \_\_\_\_\_ under criminal and material liability declares that the nominated cadre:

- fulfils all the above conditions set out in the tender documents,
- is employed by the provider on the day of submission of the tender (on the basis of an appropriate legal relationship),
- is envisaged for participation in the implementation of the project in question in the event of the selection of the tenderer.

In the event that the said staff will not be able to participate in the implementation of the project for any reason, the legal representative of the tenderer undertakes to ensure an appropriate replacement with another staff who will meet all the required conditions from the tender documentation, and such replacement must be approved in advance by the contracting authority.

The legal representative guarantees the veracity of the information provided.

Date and place:

Stamp and signature of the  
tenderer's legal representative

## LIST OF REFERENCE CONDITIONS – LOT 2

<b>Public procurement</b>	Website renovation
<b>Provider</b>	

In the public contract in question, we propose the following references for the reference condition:

	<b>Reference 1</b>	<b>Reference 2</b>	<b>Reference 3</b>
Name of the client			
Size of the company according to ZGD-1			
Project value			
Year and month of project completion			
Maintenance period after the transfer of the transaction			
Referral website URL			
CMS platform used			
Details of the representative of the client of the reference transaction for the verification of the reference, (name and surname, position, e-mail address, telephone number)			

Date and place:

Stamp and signature of the tenderer:

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## STAFF LIST – LOT 2

<b>Public procurement</b>	Website renovation
<b>Provider</b>	

In the public procurement in question, we nominate the following staff to demonstrate the personnel condition:

	<b>1. Information Architect</b>	<b>2. Front-end developer</b>	<b>3. Back-end developer</b>	<b>4. Database Administrator (DBA)</b>	<b>5. Technical Project Manager</b>
Name and surname					
Employer					
Position in the company					
Number of years of professional experience					
Language of communication with the client					
<b>Reference 1</b>					
Company name					
Referral website URL					
At least WCAG 2.1 AA compliance (YES/NO)					
CMS platform used					

<b>Reference 2</b>					
Company name					
Referral website URL					
At least WCAG 2.1 AA compliance (YES/NO)					
CMS platform used					

*Add lines for references if necessary.*

**We nominate additional staff as part of the criterion**

	<b>Quality Assurance (QA) Specialist</b>
Name and surname	
Employer	
Position in the company	
Number of years of professional experience	
Language of communication with the client	

<b>Reference 1</b>	
Company name	
Referral website URL	
<b>Reference 2</b>	
Company name	
Referral website URL	

Date and place:

Stamp and signature of the  
tenderer:

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## REFERENCE DESIGN CERTIFICATE – LOT 2

### Instructions for filling out the form:

- The investor (client of the project) signs the form, thereby confirming that the reference transaction has been properly executed. The investor circles each indent in the Reference Transaction Description column, or provides an umbrella confirmation (Yes/No) as provided in the table.
- For each reference separately, its own form is filled out.

Information about the client of the reference project (name of the company, size of the company according to ZGD-1)	
Referral website URL	
Brief description of the reference website	
Description of the reference transaction	<p>Website creation project (development and establishment and maintenance of this website for at least one year) that meets all of the following criteria:</p> <ul style="list-style-type: none"><li>- contains advanced navigation (e.g. megamenu or multi-level navigation with multiple functional sets),</li><li>- includes at least one interactive functionality that goes beyond the basic contact forms (e.g. event registrations, submission of enquiries, multi-step forms);</li><li>- includes integration with at least two back-end systems (e.g. CRM, marketing automation, event system),</li></ul>

	<ul style="list-style-type: none"> <li>- uses CMS with several content types and templates adapted to different functional sets,</li> <li>- It includes multilingualism (at least 2 languages) and multiple domains/segments with a shared content logic.</li> </ul>
The site is built on the CMS platform	
Signing of the handover protocol or completion of the project (date)	
Service provider (data of the company for which the reference is validated)	
We confirm that the project has been successfully completed to the extent envisaged (i.e. all agreed requirements have been implemented), in accordance with the contractual provisions and has included all points in the Reference Project Description line	Yes No
Value of the transaction in EUR excluding VAT (for reference where value is disclosed)	
Information about the signatory of this certificate (name and surname, position, e-mail address,	

telephone number)	
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Date and place:

Stamp

Signature of the referrer

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## STAFF REFERENCE CERTIFICATE - LOT 2

### Instructions for filling out the form:

- In the line "Description of tasks performed within the framework of the reference job", the provider enters data on what functionalities have been achieved within the framework of the reference project, whereby it is crucial that the data regarding the criteria required for each staff reference are provided. If an individual required functionality/task is not specified, it is considered not to have been performed.
- **The investor (client of the project) signs the form**, thereby confirming that the reference transaction where the expert acted was properly carried out
- For each reference and for each personnel separately, their own form is filled out.

Name and surname of the expert	
The role in which the cast is nominated	
Information about the client of the reference project (name of the company, size of the company according to ZGD-1)	
URL of the referring website	
Description of the tasks carried out under the reference project	
The project achieved at least WCAG 2.1 AA compliance (enter YES/NO) – where required	
The site is built on the CMS platform	
The role of the nominee in the reference business	
The final client of the project confirms that the nominated	<b>YES NO</b>

specialist in the role specified in the line "The role of the nominated personnel in the reference business" has performed the work professionally and qualitatively, in accordance with contractual obligations.	
Project completion date	
Value of the project in EUR excluding VAT (for references where the value of the project is requested)	
Information about the signatory of this certificate (name and surname, position, e-mail address, telephone number)	

Date and place:

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Stamp and signature of the referrer

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## STAFF REFERENCE CERTIFICATE – TENDERER'S STATEMENT LOT 2

### Instructions for filling out the form:

- **The HR provider**, where it is stated that a confirmed reference by the client is not required, **fills in the form below**.

Name and surname of the expert	
The role in which the candidate is nominated	
Number of years of professional experience	

Legal representative of the \_\_\_\_\_ provider (name of the provider)

Name and Surname, Position: \_\_\_\_\_ under criminal and material liability declares that the nominated candidate:

- fulfils all the above conditions set out in the tender documents,
- is employed by the provider on the day of submission of the tender (on the basis of an appropriate legal relationship),
- is envisaged for participation in the implementation of the project in question in the event of the selection of the tenderer.

In the event that the said staff will not be able to participate in the implementation of the project for any reason, the legal representative of the tenderer undertakes to ensure an appropriate replacement with another staff who will meet all the required conditions from the tender documentation, and such replacement must be approved in advance by the contracting authority.

The legal representative guarantees the veracity of the information provided.

Date and place:

Stamp and signature of the  
tenderer's legal representative

## TENDER SEVERITY STATEMENT

In order to insure the seriousness of the tender in the public procurement procedure **"Website renovation"** published on the Public Procurement Portal, published on the Public Procurement Portal on \_\_\_\_\_ under the publication number JN \_\_\_\_\_/2026 \_\_\_\_\_, we deliver to the contracting authority SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana (hereinafter referred to as "SPIRIT Slovenia, public agency"), one (1) blank bill of exchange with the clause "no protest" as security for the seriousness of the tender **As part of** \_\_\_\_\_.

The bill of exchange shall be signed by the legal representative:

Last name and first name \_\_\_\_\_ as (function) \_\_\_\_\_  
signature \_\_\_\_\_

Last name and first name \_\_\_\_\_ as (function) \_\_\_\_\_  
signature \_\_\_\_\_

The issuer of the bill of exchange expressly confirms that the signatory of the bill of exchange is authorised to sign the bill of exchange and that this authorisation and the signed bill of exchange shall also apply in the event of a change in the legal representatives of the issuer of the bill of exchange.

By signing this statement, the issuer of the bill of exchange irrevocably and unconditionally authorizes SPIRIT Slovenia, a public agency, to fill in a blank bill of exchange in the amount of EUR \_\_\_\_\_ and to fill in all other components of the blank bill of exchange that are not fulfilled and to use the completed bill of exchange in accordance with the purpose for which it was issued (insurance for the seriousness of the offer). The bill of exchange statement and bill of exchange is given without protest, upon real summons and unconditionally SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana, the bill of exchange may not be drawn.

The signatory waives all objections to the blank bill of exchange thus completed and undertakes to pay the bill of exchange in full upon maturity. The signatory waives any objection to the order for payment or the executive permit issued on the basis of a completed bill of exchange.

The signatory authorizes SPIRIT Slovenia, a public agency, to domicile the bill of exchange with \_\_\_\_\_ bank that maintains our account No.

\_\_\_\_\_, or any other commercial bank that maintains our account at the time of redemption.

SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana may submit a bill of exchange for payment no later than \_\_\_\_\_ (*insert date: six months after the publication of the contract notice*), with the possibility of extension.

Attachment: 1 X blank bills of exchange

*Signature of the legal representative:*

<b>INSURANCE FOR THE GOOD PERFORMANCE OF CONTRACTUAL OBLIGATIONS ACCORDING TO EPP-758</b>
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**FOR:** SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana

**DATE:** Enter the date of issue

**TYPE:** Deposit insurance / bank guarantee for the good performance of contractual obligations

**NUMBER:** Enter the insurance number

**GUARANTOR:** Enter the name and address of the insurance company/bank at the place of issue

**CLIENT:** Enter the name and address of the insurance contracting authority, i.e. the selected tenderer in the public procurement procedure (in the case of a joint tender - the managing tenderer)

**BENEFICIARY:** SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana

If the successful tenderer fails to sign the contract and return it within the time limit given to it by the contracting authority (basic or possibly extended), the tender shall be deemed to have been withdrawn, unless the successful tenderer has an objective reason for the delay. Objective reasons are considered to be those which could not have been influenced, expected, prevented, eliminated and avoided by the successful tenderer. Against the selected tenderer, who has no objective reason for the delay, the contracting authority will submit a proposal to the State Audit Commission for the initiation of misdemeanour proceedings under Article 112 of the ZJN-3.

**AMOUNT AND CURRENCY:** *(enter the maximum amount with a number and word and currency)*

**DOCUMENTS WHICH, IN ADDITION TO THE DECLARATION, MUST BE ATTACHED TO THE APPLICATION FOR PAYMENT AND ARE EXPRESSLY REQUESTED IN THE FOLLOWING TEXT:** *(none/document to be specified)*

**LANGUAGE IN REQUIRED DOCUMENTS:** slovene

**FORM OF SUBMISSION:** in paper form by registered mail or any form of express mail, or electronically via SWIFT to the following address: *(SWIFT title of the guarantor shall be indicated)*

**PLACE OF SUBMISSION:** *(the guarantor enters the address of the branch where the paper documents are to be submitted, or the e-mail address for electronic submission, such as the guarantor's SWIFT address)*

Notwithstanding the above, the submission of paper documents may be made at any branch of the guarantor in the territory of the Republic of Slovenia.

**EXPIRY DATE:** DD. MM. YYYY *(insert the maturity date of the collateral)*

**THE PARTY LIABLE TO PAY THE COSTS:** *(insert the name of the contracting authority, i.e. in the public procurement procedure of the selected tenderer)*

As guarantor, with this guarantee, we irrevocably undertake to pay the beneficiary any amount up to the amount of the collateral when the beneficiary submits the relevant request for payment in the form of submission referred to above, signed by the authorised signatory(s), together with the other documents, if listed above, and in any case together with the beneficiary's statement, which is either included in the text of the payment request itself or on a separate signed document, which accompanies or refers to the request for payment, and which indicates the extent to which the guarantee subscriber has failed to fulfil its obligations under the underlying transaction. Any claim for payment under this insurance must be received on or before the effective date of the insurance at the place of submission specified above.

Any disputes related to this insurance are resolved by the court with substantive jurisdiction in Ljubljana under Slovenian law.

This collateral is subject to the Uniform Rules for Guarantees on Call (EPGP) revision of 2010 issued by MTZ under No. 758.

Guarantor: \_\_\_\_\_  
(stamp and signature)

THE TECHNICAL SPECIFICATIONS CAN BE FOUND IN A SEPARATE ANNEX

## DRAFT CONTRACT UNDER LOT 1

concluded by:

SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana  
represented by: Tamara Zajec Balažič, Director  
Registration number: 6283519000  
VAT identification number: SI 97712663  
Transaction account: SI56 0110 0600 0041 927  
as a client, and

\_\_\_\_\_  
represented by \_\_\_\_\_  
Registration number: \_\_\_\_\_  
VAT ID: \_\_\_\_\_  
TRR: \_\_\_\_\_  
as a performer

### Contract for website renovation – UX and web design in Lot 1

## INTRODUCTORY PROVISIONS

### Article 1

As a preliminary point, the Contracting Parties note that:

- the contracting authority has carried out the procedure for the award of the public contract "**Website renovation**", publication number on the Public Procurement Portal: \_\_\_\_\_ and publication number in the Official Journal of the European Union on the TED portal: \_\_\_\_\_,
- the contractor was selected as the tenderer that submitted the most economically advantageous admissible tender in Lot 1
- the contractor's tender with all annexes and the tender documents for that contract form an integral part of this contract and bind the contractor in its entirety and in the same way as this contract. In the event of incompatibility

between the provisions of the contract and the tender of the contractor or the tender documents, the provisions of the contract shall apply first, then the provisions of the tender documents and then the tender.

## **SUBJECT OF THE CONTRACT**

### Article 2

The subject of the contract is website renovation – UX and web design.

A more detailed scope of the subject matter of the contract can be seen in the contract specification – Technical specifications – Lot 1, which is part of the invitation to tender and an integral part of this contract.

With this contract, the Contractor undertakes to provide the services referred to in the first and second paragraphs of this Article according to the actual needs of the Contracting Authority, and the Contracting Entity undertakes to pay the Contractor the contract price referred to in Article 6 of this Contract in accordance with Article 7 thereof.

Unless otherwise stipulated in this Agreement, all provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – para. US and 20/18 – OROZ631).

The contractor must fulfill the contract in full, in a quality and timely manner, in accordance with the applicable regulations, norms, standards and rules of the profession and in accordance with the standard of a good professional.

The Contractor declares that he is familiar with the subject of the contract and all the accompanying risks related to its performance, that he is familiar with the requirements or all the documentation received, and that the conditions and circumstances for the proper performance of services are clear and understandable to him.

## **IMPLEMENTATION DEADLINES**

### Article 3

The Contractor undertakes to commence the implementation of activities necessary for the proper and timely performance of the contract immediately after the entry into



force of this contract. The Contractor will perform the contractual obligations within the following deadlines:

Milestone	Timeline	UX handouts
<b>M1 - Strategic and user design validation</b>	T12	<ul style="list-style-type: none"> <li>- Strategic Workshops Report</li> <li>- Jobs-to-be-Done Analysis and Content Map</li> <li>- Information Architecture (IA)</li> <li>- Content integration model + domain policy</li> <li>- Catalog of key functionalities (MVP + Phase 2)</li> <li>- Taxonomic model (PDF + Excel)</li> <li>- Editorial workflows and roles/rights</li> </ul>
<b>M2 – Design System &amp; Prototypes + Start of Development</b>	T16	<ul style="list-style-type: none"> <li>- Confirmed visual direction</li> <li>- Final Design System (Figma Team Library – or similar + PDF)</li> <li>- Interactive prototypes (min. 8 screens)</li> <li>- User Testing Report (v1)</li> <li>- WCAG / SEO / LLM / performance instructions (UX part)</li> </ul>
<b>M3 – By UX testing: Prototypes v2</b>	T20	<ul style="list-style-type: none"> <li>- Updated v2 prototypes</li> <li>- Design System updates (if relevant)</li> <li>- Migration plan, Content inventory</li> </ul>
<b>M4 – Template Set 3 + Integrations</b>	T24	<ul style="list-style-type: none"> <li>- Mapping Matrix for Content Migration</li> <li>- Redirect Map</li> <li>- Migration Playbook for Content Migration</li> <li>- UX Compliance Review of Implemented Editorial WF Are Planned</li> <li>- UX Review of FE Compliance with Prototypes and DS</li> </ul>
<b>M5 – Pilot migration to STAGE</b>	T28	<ul style="list-style-type: none"> <li>- UX validation of piloted migrated content</li> <li>- UX report on compliance and usability in the STAGE environment</li> </ul>
<b>M6 – Final Migration + QA v2</b>	T32	<ul style="list-style-type: none"> <li>- UX validation of final content</li> <li>- UX confirmation of user journeys</li> </ul>
<b>M7 – GO LIVE</b>	T36	<ul style="list-style-type: none"> <li>- UX production verification</li> <li>- List of minor UX tweaks (if needed)</li> </ul>

<b>Production deploy + stabilization</b>		
<b>M8 – Final handover of the system</b>	T39	<ul style="list-style-type: none"> <li>- Editor's manual (final, step-by-step with images)</li> <li>- Accessibility &amp; Compliance Handbook</li> <li>- Conducted Training for Editors</li> <li>- UX Closing Record</li> </ul>

#### Article 4

All obligations assumed by the Contract shall be performed by the Contractor in accordance with the provisions of this Contract and in accordance with the Contractor's offer which is an integral part of this Contract and in accordance with the requirements and to the extent specified in the Tender Documentation and Technical Specifications.

Services are provided in cooperation with the client in the form of meetings, presentations, etc. and freelance work as a contractor; where possible and taking into account the nature of the individual activities, it may also be done remotely and in the manner specified in the Technical Specifications.

#### Article 5

The Provider performs services in accordance with the requirements and within the deadlines and response times specified in the Technical Specifications.

### CONTRACT VALUE & PRICE

#### Article 6

The contract value is: EUR \_\_\_\_\_ excluding VAT or EUR \_\_\_\_\_ including VAT for the duration of the contract.

The prices from the proforma invoice are fixed throughout the duration of the contractual relationship.

The contract price includes all the elements of which it is composed and all costs in such a way that the client is not charged with any costs related to the subject of the contract. The calculation of the offer value includes the costs of all elements that affect

the calculation of the price, such as: labor costs, overhead costs, costs of using equipment, costs of licenses and maintenance of licenses throughout the duration of the contractual relationship and paid modules, possible overtime, travel costs, translation costs, costs incurred due to changes in legislation, other costs of labor, materials and services that are not included in the description, are necessary for the efficient delivery of services.

## CALCULATION

### Article 7

The Contractor charged for the services according to the following dynamics:

Milestone	Timeline	UX handouts	UX payment
<b>M1 - Strategic and user design validation</b>	T12	<ul style="list-style-type: none"> <li>- Strategic Workshops Report</li> <li>- Jobs-to-be-Done Analysis and Content Map</li> <li>- Information Architecture (IA)</li> <li>- Content integration model + domain policy</li> <li>- Catalog of key functionalities (MVP + Phase 2)</li> <li>- Taxonomic model (PDF + Excel)</li> <li>- Editorial workflows and roles/rights</li> </ul>	15%
<b>M2 – Design System &amp; Prototypes + Start of Development</b>	T16	<ul style="list-style-type: none"> <li>- Confirmed visual direction</li> <li>- Final Design System (Figma Team Library + PDF)</li> <li>- Interactive prototypes (min. 8 screens)</li> <li>- User Testing Report (v1)</li> <li>- WCAG / SEO / LLM / performance instructions (UX part)</li> </ul>	15%
<b>M3 – By UX testing: Prototypes v2</b>	T20	<ul style="list-style-type: none"> <li>- Updated v2 prototypes</li> <li>- Design System updates (if relevant)</li> <li>- Migration plan, Content inventory</li> </ul>	10%
<b>M4 – Template Set 3 + Integrations</b>	T24	<ul style="list-style-type: none"> <li>- Mapping Matrix</li> <li>- Redirect Map</li> <li>- Migration Playbook</li> <li>- UX Compliance Review of Implemented Editorial WF Are Planned</li> </ul>	10%

		- UX Review of FE Compliance with Prototypes and DS	
<b>M5 – Pilot migration to STAGE</b>	T28	- UX validation of piloted migrated content - UX report on compliance and usability in the STAGE environment	10%
<b>M6 – Final Migration + QA v2</b>	T32	- UX validation of final content - UX confirmation of user journeys	10%
<b>M7 – GO LIVE Production deploy + stabilization</b>	T36	- UX production verification - List of minor UX tweaks (if needed)	5%
<b>M8 – Final handover of the system</b>	T39	- Editor's manual (final, step-by-step with images) - Accessibility & Compliance Handbook - Conducted Training for Editors - UX Closing Record	5%

20 % of the contract value shall be paid after two (2) months have elapsed since the successful transition of the system to the production environment, provided that all identified defects have been rectified within that period.

The Contractor sends the invoice to the Client exclusively in electronic form (e-invoice).

The client will settle the invoice no later than 30 days from the date of receipt of the correctly issued e-invoice. The invoice must necessarily refer to the contract in question.

If the last day of the payment deadline coincides with a day that is a day off under the Labour Act or is not defined as a payment day in the payment system, the last day of the deadline shall be considered to be the following working day or the next payment day. The day of payment shall be deemed to be the day on which the payment order is submitted to the organisation responsible for payment transactions.

In the event of a delay in payment, the client is obliged to pay statutory default interest for the time of delay.

The parties agree that neither party may transfer its claims under this contract to the other.

No costs incurred in connection with the subject-matter of the contract may be double-financed by any other European and/or national funds. This means that the same costs/expenditure cannot be reimbursed twice, nor can they be included in several projects and/or use EU co-funding that has already been granted.

## **CONTRACTUAL PENALTY**

### **Article 8**

In the event of a delay due to the fault of the contractor in the performance of contractual services related to the realization of the T24 phase, the contracting authority has the right to charge a contractual penalty of EUR 500.00 for each day of delay. In the event of a delay due to the fault of the contractor in the performance of the contractual services (realization of all contractual obligations (T39), the contractual penalty for each day is EUR 350.00 for each day of delay.

The Contracting Parties agree that the protection of the Client's trade secrets and the protection of personal data is essential for the Client. In the event of a breach of the Client's trade secret or the duty to protect personal data, the Contractor is obliged to pay the Client a contractual penalty of 5% of the total contract value (including VAT) for each individual violation. The parties shall enter into a non-disclosure agreement, the breach of which shall be punishable in accordance with this paragraph.

For any change in the professional staff of the contractor or subcontractor during the performance of this contract, which is not approved and confirmed by the contracting authority, the contractor will be obliged to pay the client a penalty in the amount of EUR 1,000.00 (thousand). The total amount of the contractual penalty due to the change of personnel or subcontractor does not exceed 10% of the value of the entire contract work (including VAT).

The payment of a contractual penalty by the contractor due to an inadequate change in the professional staff does not release the contractor from the contractual obligation to obtain a written confirmation of the contracting authority for each change in the professional staff. The contractor may not provide contractual services with unapproved professional staff. If the work is performed by unapproved professional staff, the contractor is not entitled to payment for these works.

In the event that the Contracting Authority incurs costs or damages exceeding the

contractual penalty due to the Contractor's delay, the Contractor is obliged, in addition to the contractual penalty, to pay all incurred costs and to reimburse the damage in the amount that the Contracting Authority will charge after taking over the works, within 30 days from the date of receipt of the Client's written request. The Contractor shall be liable to the Client for the damage incurred in accordance with the provisions of the Code of Obligations.

The Client has the right to demand from the Contractor, in addition to the contractual penalty, the fulfilment of the task with which the Contractor was in default. In the event that the Contractor is late with the task or violates the obligations related to the protection of trade secrets and personal data in such a way that the Client suffers damage that is greater than the contractual penalty, it may also demand from the Contractor the difference to full compensation.

The Client may request a contractual penalty for delay, even if he accepts the performance, without immediately informing the Contractor that he reserves the right to a contractual penalty.

Contractual penalties are cumulative and not mutually exclusive. Once the sum of the contractual penalty reaches 10 % of the total contract value including VAT, the contractual penalty can no longer be charged. In this case, the client has the right to withdraw from the contract without notice.

The Contractor pays the amount of the contractual penalty on the basis of the Client's invoice within 8 days after receipt of the invoice, if the Client does not compensate this amount when paying its obligation.

The calculation of the contractual penalty does not preclude the redemption of the financial collateral.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 9**

The Contracting Authority undertakes to:

- fulfils all anticipated obligations in the agreed manner,
- hand over to the contractor all the documentation at its disposal and necessary for the performance of the assumed services, closely cooperate with the

contractor in order to ensure that the assumed services are performed in a timely manner and to mutual satisfaction,

- keep the Contractor informed of any changes and newly arising situations that could affect the performance of the assumed contractual obligations and the realization of the subject of the contract,
- settle the Contractor's monetary obligations under this Agreement on a regular basis and inform the Contractor of any circumstances that may prevent the Contractor from paying its monetary obligations under this Agreement on time.

## **OBLIGATIONS OF THE CONTRACTOR**

### Article 10

The Contractor undertakes to:

- to perform the services that are the subject of this contract in a high-quality, timely manner, in accordance with this contract, with the applicable regulations, standards and specified requirements of the client and with the diligence of a good professional,
- to use advanced information technologies and methods in the performance of contractual obligations,
- to ensure the competence and experience of service providers under this contract,
- to adapt its capacities and time of services to the dynamics of work and the wishes of the client,
- immediately warn the Client in writing of circumstances that could hinder or prevent the quality and proper performance of services, as well as of other circumstances that are important for the fulfilment of the rights and obligations of both Contracting Parties stipulated by this Contract, in particular, but not explicitly, to inform the Client of critical changes to the Software and to propose, with arguments, upgrades of the systems, to inform the Client of any relevant changes in legislation and, consequently, of upgrades or software customizations;
- enable appropriate supervision of the contracting authority and eliminate any irregularities found within the time limit set by the contracting authority,
- perform the services within the deadlines set by the time plan,
- fulfils all other obligations incumbent on the Contractor in accordance with this Agreement and the Annexes,
- perform work with the personnel specified in the offer, and any change in said

personnel will be carried out only with the prior written consent of the Contracting Authority, while meeting all the requirements of the Contracting Authority,

- at any time provide the Client with an insight into the performance of the Contract Works and take into account the Client's instructions on individual issues,
- keep the client informed of everything that could affect the performance of the assumed obligations,
- in the event that the Contractor is unable to meet the response times, it undertakes to immediately inform the Client of the reasons for the delay and the estimated time within which it will be able to provide a reply,
- submit the material to the client for review on an ongoing basis and supplement or correct it according to the client's requirements and hand it over in agreed copies,
- manage all records and documents specified by regulations and record and store documents in a way that ensures an appropriate audit trail,
- inform the client in advance in writing about any financial, substantive transparent and transparent matter,
- inform the client of any circumstance or time change that may affect the performance of the contract works, providing appropriate justification,
- actively cooperate with the contracting authority, take into account the guidelines and work assignments and requirements that are or will be given with the documentation and those that will be agreed in the form of coordination minutes at joint meetings,
- report on the progress of the performance of contractual obligations at each written request of the Contracting Entity in the content and scope determined by the Contracting Authority,
- take into account the Contracting Authority's requirements in the field of information and publicity and perform the obligations arising from the Contracting Authority's contractual obligations in relation to the co-financing of the project from European funds,
- before listing the transaction in question under this contract as its own reference, it must obtain the written consent of the client
- complies with the Client's prohibition on communicating with the public about the contents that are the subject of the Contract, communication is limited exclusively to the Client's representatives, the Contractor will refer the Client to the Client in the event that any of the representatives of the public addresses the Client with questions related to the Contract in question,
- provide access to its financial and other documentation for financial and



technical review and audits by the Court of Auditors, the European Commission or another EU institution.

Violations of the contractor's obligations under this Article shall be considered as a serious breach of the provisions of this contract. If the Contracting Authority instructs the Contractor to provide a service which would infringe the rules or cause disproportionate damage to the Contracting Entity or to a third party, the Contractor may refuse such a contract without infringing the contract, but must prove such a reason for refusal.

Communication between the contractor or employees of the contractor and the client takes place in Slovenian.

## **TRANSFER OF RIGHTS**

### **Article 11**

The contract price includes all fees for the transfer of licenses and other rights under this Article. In the event that the Contractor offers an already developed solution that is in use for the purpose of the contract and configures/develops it for the needs of the Client (parameterizes or otherwise adapts an existing solution that corresponds to the functionalities of the subject of the contract), it ensures that it has acquired all material copyrights or other objects of intellectual property rights necessary for the fulfilment of this contract, necessary for the transfer of the licence to the subscriber or another person in accordance with the contract and that these rights are free from any encumbrance or other rights of third parties. In the case of a license model, no material copyright is transferred to the client.

After the realization of the M8 milestone, the Contractor grants the Client a free unlimited right to use the Software and Licenses exclusively for the needs of the Client. Licenses and software must be in the name of the subscriber. This means that the Subscriber has the right to unlimited free use of the Software and Licenses even after the expiration of this Agreement.

With each installation of each part of the software solution that is the subject of this Agreement and represents a copyrighted work or other form of intellectual property of the Contractor or third parties on the Client's infrastructure, the Client acquires a non-exclusive, content-unlimited, perpetual and geographically limited license or licenses

on each of these parts of the Software Solutions, which provide the Client with the right to use all Software Solutions and its parts, subject to this Agreement, in the functionalities as further specified in the Technical Specifications. Geographical limitation, however, means that the license is limited to the provision of services in the territory of the Republic of Slovenia.

The right of use under the preceding paragraph includes, and is not limited to:

- use of the software solution for all cases and in all ways for the needs of the client
- the use of a changed, updated or adapted software system, all for the needs of the Client;
- reproduction of copies in an unlimited quantity for the Client's own needs, including copying and storage in any form (including electronic).

The Client may exercise the right to use the software and licenses himself or through his contractual partners.

The Contractor undertakes that in the event that a third party claims that an individual part of the Software or Licenses as a whole, which is the subject of this Agreement, infringes the intellectual property rights of that third party, it will protect the Client from this claim at its own expense and will pay all costs and damages that would be finally awarded by the court or included in the settlement, approved by the contractor, provided that the contracting authority/entity informs the contractor of the claim within a reasonable period of time and gives the contractor the opportunity to monitor the defence and cooperate with it in the defence and in any related settlement negotiations.

If such a request occurs, the Contractor shall enable the Client to continue to use an individual part of the Software as a whole or to change or replace it with one that is at least equivalent in content.

All configurations and settings made by the Contractor for the needs of the Client, as well as all data obtained and processed in the Software, are the property of the Client for uninterrupted and uninterrupted use even after the termination of this Agreement (or in the event of disputes) to the extent permitted in accordance with applicable law.

As part of the output strategy, the Client, as the owner of the stored data, has the right to take over all the data stored in the Software, in the form and format as it is written, and to download and use it in its systems.

## **PERSONS OF THE SERVICE PROVIDER**

### **Article 12**

The Contractor will perform the services that are the subject of this contract with professionally qualified personnel who have been nominated in the tender.

The contractor must strive to avoid personnel changes in his team. In the event that the employee is no longer able to perform work for any reason, the contractor must notify the contract administrator within 5 days of the change occurring, proposing his replacement and proving that the new staff meets all the conditions as I originally nominated the staff.

In the event of replacement or inclusion of new staff, the contractor must provide comprehensive training and transfer of knowledge and information to the new employee at its own expense and introduce him or her to work free of charge and in such a way that the provision of services under the concluded contract will not be disrupted.

At the request of the Contracting Authority, the Contractor undertakes to appoint another person for the performance of the tendered services, if the Contracting Authority finds out that the person has not performed the service or has performed it incorrectly two or more times.

## **FINANCIAL SECURITY FOR THE SOUND PERFORMANCE OF CONTRACTUAL OBLIGATIONS**

### **Article 13**

Within 10 working days at the latest, as a condition for the validity of this Contract, the Contractor must deliver to the Client the original, issued by a commercial bank or insurance company, irrevocable, unconditional and payable on first call financial insurance for the proper performance of contractual obligations in the required content according to the sample from the tender documentation in the amount of 10% of the total contract value including VAT and valid for 40 additional days.

If the duration of the contract is extended or the total value of the contract increases, the contractor will have to adjust the financial collateral accordingly (submit a new one). The parties to the contract shall regulate this in more detail by means of an annex to

the contract, which extends the validity of the contract or increases its total value.

In case of justified circumstances, the contracting authority may extend the period referred to in the first paragraph of this Article.

The Client may redeem the financial collateral under the following conditions:

- the contractor fails to fulfil its contractual obligations within the deadline and in accordance with the provisions of the contract,
- the contractor ceases to fulfil its contractual obligations in accordance with the provisions of the contract,
- the contractor fails to fulfil its obligations in accordance with the contract, in the agreed quality, scope or deadlines (i.e. the reason for non-fulfilment, untimely fulfilment or improper fulfilment),
- in the course of the provision of services, the contracting authority/entity establishes that the services are in fact provided by an entity other than the contractor, the notified subcontractor or the joint venture partner,
- the contractor withdraws from the contract without a justified reason originating from the sphere of the contracting authority,
- the contracting authority withdraws from the contract for a justified reason originating from the sphere of the contractor,
- the contractor causes damage to the client that is not reimbursed within 8 days after the client's request,
- the contractor provides the client with misleading or false statements, data or documents,
- the contractor fails to eliminate any deficiencies or defects in the performed subject of the contract within the time limit set by the contracting authority,
- the contractor fails to deliver to the contracting authority, in accordance with the client's request, new, extended or amended financial collateral that would be necessary due to a change in the duration of the contract or the value of the subject of the contract,
- fails to comply with data protection and secrecy obligations;

The Client may redeem the financial collateral (in the amount determined by the Client within the maximum amount of the insurance) if the Contractor fails to fulfill any of its obligations under this Contract or if it fails to fulfill it in accordance with it (untimely, incomplete, etc.).

The Client may redeem the financial collateral without prior notice, and must notify the Contractor that it has been redeemed no later than 3 days from the day on which it was submitted for payment, in writing, by fax or e-mail.

With this contract, the Contractor undertakes to provide the services specified in the

contract, specified in the Instructions to the Providers, which the Client will order according to its needs, and the Client will pay the Contractor the appropriate contractual value in relation to the ordered and actually performed work.

The contractor undertakes to perform the works undertaken under the contract in a professional and high-quality manner, in accordance with the applicable technical regulations and standards and in accordance with the invitation to submit a tender and the applicable legislation.

The Contractor undertakes to respect and act in accordance with all laws and regulations applicable to it at all times (including regulations regarding the payment of taxes and other duties).

The Contractor undertakes to provide services with the nominated professional staff specified in the offer and other qualified personnel, and to check the quality of the work performed and to constantly take care of the elimination of deficiencies that will be found out on the basis of professional checks, supervision or information from the Client.

During the performance of the contractual work, the contractor must cooperate with the representative of the client and keep the client informed about current problems and situations that may affect the performance of contractual obligations.

The contractor, as an expert in the field of the subject of the contract, bears responsibility for all errors and deficiencies and any damage that would arise as a result of the work performed by him or any of his subcontractors.

## **AUTHORIZED PERSONS**

### Article 14

The authorized representative of the Client under this contract / administrator of the contract is \_\_\_\_, tel. no. 01 \_\_\_\_, e-mail address: \_\_\_\_@spiritslovenia.si.

The authorized representative of the contractor under this contract is \_\_\_\_\_, tel. no. \_\_\_\_\_, e-mail address: \_\_\_\_\_

These contractual representatives are authorized to represent the contracting parties in all matters relating to the realization of the subject of the contract.

## **PROFESSIONAL STAFF**

### Article 15

The contractor undertakes to ensure that the staff nominated in the tender will participate in the performance of the services at all times.

The change of professional staff may be carried out by the contractor with the prior written consent of the client. The newly proposed professional staff must meet the same conditions and criteria (if the originally nominated staff met them) as were required for this professional staff under the contract in question. The proposal must be accompanied by all documentation demonstrating compliance with the conditions set out in the invitation to tender.

The contracting authority will decide on the proposal for the replacement of professional staff. The Contracting Authority may not reject the Contractor's proposal after the replacement of professional staff during the performance of the Contract without a justified reason. In the case of justified reasons, the replacement of individual professional staff may also be requested by the contracting authority.

In addition to the contractor, the following subcontractors are also involved in the implementation: (indicate all subcontractors, contact details and legal representatives)

An individual subcontractor will carry out part of the contract (object, quantity, value, place and date of execution of works).

A contractor performing a public contract with one or more subcontractors must have a contract with subcontractors at the time of the contract with the contracting authority or during the performance. The Contractor must provide the Client with a copy of the contract concluded with its Client within five days of the conclusion of this Contract.

### Article 16

During the performance of this contract, the Contractor must inform the Contracting Entity of changes in the information referred to in the second paragraph of Article 94

of the Public Procurement Act-3 and send information on new subcontractors no later than 5 (five) days after the change. In the case of the inclusion of new subcontractors, the contractor must, in accordance with the third paragraph of Article 94 of the ZJN-3, together with the notification to the contracting authority, submit, among other things, data and documents:

- contact details and legal representatives of the new subcontractors;
- completed ESPD of new subcontractors in accordance with Article 79 of the PPA-3, and
- a written request from the new subcontractor for direct payment, if the new subcontractor so requests.

In the event that the subcontractor does not require direct payment from the contracting authority, the contractor must submit a written statement of the contractor and the subcontractor that the subcontractor has received payment for the services performed in the public contract in question no later than 60 days after the payment of the final invoice. If the statement is not submitted, the contracting authority will initiate proceedings to determine the misdemeanor, in accordance with the provisions of the ZJN-3.

#### Article 17

In relation to the Client, the Contractor is fully responsible for the performance of the Order which are the subject of this Contract.

#### Article 18

If the contracting authority finds that the contract is performed by a subcontractor that the contractor has not specified in its tender or is not agreed with this contract or the contractor has not notified the subcontractor in the manner specified in this Article, it shall have the right to terminate the contract.

### **ANTI-CORRUPTION CLAUSE**

#### Article 19

This contract shall be null and void where any person, in the name or on behalf of the other party, promises, offers or gives to the representative or agent of the client any

undue advantage for:

- acquisition of the transaction, or
- to conclude a transaction on more favourable terms, or
- for the waiver of due control over the performance of contractual obligations, or
- for any other act or omission that causes damage to the Client or enables the Client to obtain an undue advantage to the Client's representative, the other Contracting Party or its representative, representative, intermediary.

In the event of a breach of this clause, an already concluded and valid contract is null and void, and if the contract is not yet valid, it is considered that the contract has not been concluded.

In the event of the nullity of the contract, the party to the contract, which is not responsible for the nullity of the contract, has the right to claim damages against the opposing party.

## **PROTECTION OF TRADE SECRETS AND PERSONAL DATA**

### **Article 20**

The Contracting Parties agree that all data, documentation, business information, other data and information originating from this Contract, the content of this Contract, other data originating from this contractual relationship or from the otherwise performing activities of one or the other Party, and other data that the Parties to the Contract learn from each other in the performance of this Contract, or whether such data are included in tasks or services, performed by the contractor on the basis of this contract, which are not generally known, a trade secret and the parties to the agreement are obliged to protect it as confidential throughout the duration of this contract and after its expiry.

The Contractor is obliged to strictly protect as confidential all information that in any way relates to the Client's business and could represent a competitive advantage, in such a way that it does not become accessible to third unauthorized persons. All data that the Contractor obtains from the Client is the property of the Client.

The Contractor may not forward the data obtained in the context of the provision of contractual services to third parties without the written prior written consent of the Client. The data may be used exclusively for the purpose of performing this contract.



Breaches of the Contractor's obligations under this Article of the Contract shall be considered as a material breach of the provisions of this Contract.

The Contracting Parties undertake not to use or handle the personal data obtained in connection with the conclusion and performance of this Agreement in violation of the applicable legislation in the field of personal data protection.

The Contracting Parties will extend their duty of professional secrecy to all employees who have performed or will in any way carry out all or individual works in connection with the contract.

A party to a contract that violates the provisions of this Article of the contract regarding the protection of trade secrets shall also be obliged to compensate the other party for any damage incurred as a result of the breach of this Article of the contract regarding the protection of trade secrets.

The Contracting Parties undertake to protect and process any personal data in accordance with the provisions of the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/22) and EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4. 5. 2016).

## **CONFLICT OF INTEREST**

### Article 21

The contractor must be attentive to any conflict of his own interests with the interests of the client and must do everything to avoid it.

In particular, the contractor's own interests shall be deemed to be the acquisition of a pecuniary gain for itself or for an associated company, for its members of management and/or supervisory bodies and their family members, and for other bodies governed by public or private law with whom it has or has had business dealings. Family members are spouses, children, adoptees, parents, adoptive parents, brothers, sisters and persons living with the individual in the same household or in a common-law union.

If, in the course of the performance of the tasks, the contractor identifies a conflict of interest or the possibility of a conflict of interest, it shall immediately inform the contracting authority thereof in writing. In addition, he must immediately cease his work in a matter in which a conflict of interest has arisen or is likely to occur, unless it would be dangerous to delay.

In the event that a conflict of interest has been established, the Contractor must, prior to continuing work in the case in which the conflict of interest has occurred, take appropriate measures to eliminate the conflict of interest within the time limit set by the Client. If the contractor fails to eliminate the conflict of interest or if measures cannot do so, the contracting authority shall entrust the management of the task in the case in which the conflict of interest has arisen to another person or shall carry it out himself.

Employees of the contracting authority, contractor or subcontractor involved in the preparation, negotiation, management or execution of the contract must disclose any private interest in relation to the contractors (subcontractors) of the contract. In the event of a conflict of interest, they may not participate or make any decisions. The Contractor is obliged to keep a record of individual disclosures, to which the Client must be given access and familiarization with its data.

## **DISPUTE RESOLUTION AND WITHDRAWAL**

### **Article 22**

The contracting parties agree that any disagreements or disputes will be resolved primarily by mutual agreement, and if they fail to do so, the disputes will be decided by the competent court according to the registered office of the client.

### **Article 23**

If either party to this contract breaches or fails to fulfill its obligation under this contract, the counterparty may withdraw from this contract under the conditions set forth below. In the event that either party violates the provisions of this Agreement, the Counterparty shall, to the extent that it intends to withdraw from the Agreement, call upon the Party in breach of the provisions of this Agreement to remedy the breach of this Agreement within a reasonable period of time, which shall not be less than eight (8) days.

If the infringement is not remedied within a specified reasonable period of time, the

party who requested the rectification of the infringement may withdraw from the contract. The party who has withdrawn from the contract has the right to claim damages from the opposing party.

In the event of withdrawal, the parties are obliged to fulfil their obligations which have arisen up to the time of termination of the contract and which can be objectively fulfilled, irrespective of the termination of the contract. The contractor is obliged to hand over all documentation and solutions that have been implemented and paid for up to the moment of termination of the contract.

The Contracting Authority may, by means of a written notice sent to the Contractor, withdraw from the contract immediately without setting an additional deadline, without restricting the possibility of exercising other rights or using the legal remedies available to it in accordance with the law, provided that:

- the contractor becomes insolvent according to the criteria set out in the Financial Operations, Insolvency Proceedings and Compulsory Winding-up Act (ZFPPIPP);
- an enforceable enforcement order has been issued against the contractor as debtor for the payment of a monetary claim or other similar proceedings have been initiated with a view to recovering the debt from the contractor,
- the contractor has been subject to compulsory settlement or bankruptcy proceedings;
- the contractor has adopted a decision on the liquidation of the company or on its dissolution, but it is not a case of legal status transformation under the provisions of the ZGD-1,
- the contractor transfers the contract or any right or interest arising from this contract without the consent of the client,
- the contractor gives an unjustified statement of withdrawal from the contract or ceases to perform it,
- the Contractor has not immediately commenced the performance of the works that are the subject of the contract without having a valid reason for doing so or without continuing them more than thirty (30) days after receiving a written request from the Client to continue with the works,
- where the contractor repeatedly fails to carry out the works in accordance with the contract or repeatedly fails to fulfil his obligations under the contract or repeatedly disregards his obligations under the contract without just cause.

The Contracting Authority may, by means of a written notice sent to the Contractor, withdraw from the performance of the contract in question, if circumstances arise that do not ensure further justification for the performance of the subject of the contract, whereby the Contracting Authority is obliged to reimburse the Contractor for the justified costs incurred until the receipt of the notification, without any damage or compensation.

The contract shall cease to be valid if the contracting authority is aware that the court has established a breach of the obligations referred to in the second paragraph of Article 3 of the Public Procurement Act by the contractor or its subcontractor by a final decision, or if the contracting authority is aware that the competent state authority has found at least two violations in relation to remuneration for work in the case of the contractor or its subcontractor during the performance of the contract, working hours, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in connection with undeclared employment, for which he or she has been fined for a misdemeanour by a final decision or by several final decisions. In the event that the Contracting Authority is informed of a violation, the Contracting Authority must notify the Contractor thereof within ten days. The contractor may, within a period set by the contracting authority, which may not exceed 15 days, provide evidence that it has taken sufficient measures to prove its reliability despite the existence of infringements. If there is an infringement at the subcontractor's side, the contractor may, within the same time limit, provide evidence that the subcontractor has taken sufficient measures to demonstrate its reliability despite the existence of infringements. If the contractor has not submitted evidence for the subcontractor, or if it has provided any evidence, but the contracting authority assesses that these measures are not sufficient, the contractor may replace the subcontractor within the period set by the contracting authority, which may not exceed 15 days in accordance with Article 94 of the ZJN-3, or take over the part that it has subcontracted to that subcontractor, if such replacement or takeover does not constitute a material change to the contract. If the Contractor has not submitted evidence for itself or for the subcontractor, or if it has, the Contracting Entity assesses that these measures are not sufficient, or if the Contractor does not take over the work itself or proposes a new subcontractor, or if the Contracting Authority rejects the proposed new subcontractor in a timely manner in accordance with Article 94 of the ZJN-3, the divorce condition shall be fulfilled provided that there is at least six months from the Contracting Authority's acquaintance with the infringement and until the expiry of the contract. In the event of the fulfilment of the divorce condition, the contract shall be deemed to be terminated on the date of conclusion of a new contract for the

performance of the public contract, and the contracting authority shall commence a new procurement procedure immediately, but no later than 60 days after becoming aware of the infringement. If the contracting authority does not initiate a new procurement procedure within that period, the contract shall be deemed to be terminated on the sixtieth day following the knowledge of the infringement.

## **FINAL PROVISIONS**

### **Article 24**

Mutual obligations that are not defined in the contract are subject to the provisions of the Code of Obligations and other regulations governing this area.

In the event of dissolution of the contract, the party on whose side the grounds for divorce arose is obliged to compensate the other party for any damage that would have been caused by the divorce.

Any changes to this Agreement may only be made in writing and with the consent of both parties.

The Contractor may not, on behalf of the Client, make statements (orally, in writing or via e-mail) to the public, directly, through the media or through media representatives without his consent.

It must also not give any guarantees and representations to third parties about the provision of services. All official communication must take place through the client or under the authority of the client.

## **VALIDITY OF THE CONTRACT**

### **Article 25**

The contract is concluded on the date of signature of both contracting parties and enters into force upon the submission of financial security for the good performance of contractual obligations.

The contract is valid until all contractual obligations are fulfilled.

An integral part of the contract is the contractor's offer, No \_\_\_\_\_, dated \_\_\_\_\_

The Agreement shall be drawn up in four (4) copies, of which each of the Contracting Parties shall receive two (2) copies.

No. \_\_\_\_\_

No. \_\_\_\_\_

Ljubljana, on \_\_\_\_\_

\_\_\_\_\_, on \_\_\_\_\_

Client:

SPIRIT Slovenia, a public agency

Contractor:

## DRAFT CONTRACT UNDER LOT 2

concluded by:

SPIRIT Slovenia, public agency, Verovškova 60, 1000 Ljubljana

represented by: Tamara Zajec Balažič, Director

Registration number: 6283519000

VAT identification number: SI 97712663

Transaction account: SI56 0110 0600 0041 927

as a client, and

\_\_\_\_\_

represented by \_\_\_\_\_

Registration number: \_\_\_\_\_

VAT ID: \_\_\_\_\_

TRR: \_\_\_\_\_

as a performer

### **Contract for Website renovation – CMS Selection, Website Development, and Maintenance under Lot 2**

#### **INTRODUCTORY PROVISIONS**

##### Article 1

As a preliminary point, the Contracting Parties note that:

- the contracting authority has carried out the procedure for the award of the public contract "Website renovation", publication number on the Public Procurement Portal: \_\_\_\_\_ and publication number in the Official Journal of the European Union on the TED portal: \_\_\_\_\_,
- the contractor has been selected as the tenderer that submitted the most economically advantageous admissible tender in Lot 2,
- the contractor's tender with all annexes and the tender documents (including the Technical Specifications) for the said contract form an integral part of this contract and bind the contractor in its entirety and in the same way as this

contract. In the event of incompatibility between the provisions of the contract and the tender of the contractor or the tender documents, the provisions of the contract shall apply first, then the provisions of the tender documents and then the tender.

## **SUBJECT OF THE CONTRACT**

### **Article 2**

The subject of the contract is website renovation – development of websites on the selected CMS platform and maintenance.

A more detailed scope of the subject matter of the contract can be seen in the contract specification – Technical Specifications – Lot 2, which is part of the invitation to tender and an integral part of this contract.

With this contract, the Contractor undertakes to provide the services referred to in the first and second paragraphs of this Article according to the actual needs of the Contracting Authority, and the Contracting Entity undertakes to pay the Contractor the contract price referred to in Article 6 of this Contract in accordance with Article 7 thereof.

Unless otherwise stipulated in this Agreement, all provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – para. US and 20/18 – OROZ631).

The contractor must fulfill the contract in full, in a quality and timely manner, in accordance with the applicable regulations, norms, standards and rules of the profession and in accordance with the standard of a good professional.

The Contractor declares that he is familiar with the subject of the contract and all the accompanying risks related to its performance, that he is familiar with the requirements or all the documentation received, and that the conditions and circumstances for the proper performance of services are clear and understandable to him.

## **IMPLEMENTATION DEADLINES**



## Article 3

The Contractor undertakes to commence the implementation of activities necessary for the proper and timely performance of the contract immediately after the entry into force of this contract. The Contractor will perform the contractual obligations within the following deadlines:

Milestone	Timeline	Handout development
<b>M1 - Strategic and user design validation</b>	T12	<ul style="list-style-type: none"><li>- Technical confirmation of the feasibility of UX solutions</li><li>- Draft CMS Data Model (Content Types, Relationships)</li><li>- Draft FE Architecture (Component Approach)</li><li>- Development assessment and sprint plan</li></ul>
<b>M2 – Design System &amp; Prototypes + Start of Development</b>	T16	<ul style="list-style-type: none"><li>- DEV environment</li><li>- CMS core (content types, taxonomy)</li><li>- Global elements (header, footer, navigation)</li><li>- Documentation of the architecture of environments</li></ul>
<b>M3 – By UX testing: Prototypes v2</b>	T20	<ul style="list-style-type: none"><li>- FE Template Set:</li><li>- Implemented FE templates in CMS.</li><li>- Component UI library.</li><li>- Toolbox with a set of all components in the CMS accessible to editors</li></ul>
<b>M4 – Template Set 3 + Integrations</b>	T24	<ul style="list-style-type: none"><li>- Implemented CMS foundations (content types, taxonomy, workflows)</li><li>- Implemented all FE templates and components with demo content</li><li>- Integrations (Spirit API HUB)</li><li>- My SPIRIT – MVP</li><li>- WCAG &amp; CWV, GDPR FE Compliance Report</li><li>- Technical Documentation v1</li></ul>
<b>M5 – Pilot migration to STAGE</b>	T28	<ul style="list-style-type: none"><li>- STAGE environment</li><li>- Content Migration Pilot</li><li>- QA report v1 (functional, WCAG, SEO, LLM)</li><li>- List of errors and corrections with a fixing timeline</li></ul>

<b>M6 – Final Migration + QA v2</b>	T32	<ul style="list-style-type: none"> <li>- Final automated migration</li> <li>- 301 Redirect Map (implemented and tested)</li> <li>- SEO, WCAG 2.2 AA, LLM, CWV reports v2</li> <li>- Go-Live Runbook</li> <li>- Technical Documentation v2</li> </ul>
<b>M7 – GO LIVE Production deploy + stabilization</b>	T36	<ul style="list-style-type: none"> <li>- Production deployment</li> <li>- Stabilization (bugfixes, monitoring)</li> <li>- First production SEO/CWV data</li> </ul>
<b>M8 – Final handover of the system</b>	T39	<ul style="list-style-type: none"> <li>- Handing over code, repositories, and accesses</li> <li>- Technical documentation (final)</li> <li>- Training of the IT team</li> <li>- Signing of the Acceptance Record</li> </ul>

#### Article 4

All obligations assumed by the Contract shall be performed by the Contractor in accordance with the provisions of this Contract and in accordance with the Contractor's offer which is an integral part of this Contract and in accordance with the requirements and to the extent specified in the Tender Documentation and Technical Specifications.

Services are provided in cooperation with the client in the form of meetings, presentations, etc. and freelance work as a contractor; where possible and taking into account the nature of the individual activities, it may also be done remotely and in the manner specified in the Technical Specifications.

#### Article 5

The Provider performs services in accordance with the requirements and within the deadlines and response times specified in the Technical Specifications.

### CONTRACT VALUE AND PRICE

#### Article 6

The contract value is: EUR \_\_\_\_\_ excluding VAT or EUR \_\_\_\_\_ including VAT for the duration of the contract.

The contract price includes all the elements of which it is composed and all costs in such a way that the client is not charged with any costs related to the subject of the contract. The calculation of the offer value includes the costs of all elements that affect the calculation of the price, such as: labor costs, overhead costs, costs of using equipment, costs of licenses and maintenance of licenses throughout the duration of the contractual relationship and paid modules, possible overtime, travel costs, translation costs, costs incurred due to changes in legislation, other costs of labor, materials and services that are not included in the description, are necessary for the efficient delivery of services.

The prices from the proforma invoice are fixed for item 1 CMS implementation and website development based on UX recommendations and specifications given in the public procurement. Maintenance costs and additional hours are fixed for the first year after the contract is signed, and then one year after the contract is implemented, prices can be indexed by consensus in accordance with the Rules on the valorisation of monetary liabilities agreed by public sector legal entities in multi-year contracts (Official Gazette of the Republic of Slovenia, No. 1/04) as part of the change in the consumer index, if the index exceeds 4% (by a maximum of 80% of the index change).

## CALCULATION

### Article 7

The Contractor will charge for the CMS implementation and website development service based on UX recommendations and specifications given in the public procurement according to the following dynamics:

Milestone	Timeline	Handout development	Payment Development
<b>M1</b> - Strategic and user design validation	T12	- Technical confirmation of the feasibility of UX solutions - Draft CMS Data Model (Content Types, Relationships)	5%

		<ul style="list-style-type: none"> <li>- Draft FE Architecture (Component Approach)</li> <li>- Development assessment and sprint plan</li> </ul>	
<b>M2 – Design System &amp; Prototypes + Start of Development</b>	T16	<ul style="list-style-type: none"> <li>- DEV environment</li> <li>- CMS core (content types, taxonomy)</li> <li>- Global elements (header, footer, navigation)</li> <li>- Documentation of the architecture of environments</li> </ul>	5%
<b>M3 – By UX testing: Prototypes v2</b>	T20	<ul style="list-style-type: none"> <li>- FE Template Set:</li> <li>- Implemented FE templates in CMS.</li> <li>- Component UI library.</li> <li>- Toolbox with a set of all components in the CMS accessible to editors</li> </ul>	20%
<b>M4 – Template Set 3 + Integrations</b>	T24	<ul style="list-style-type: none"> <li>- Implemented CMS foundations (content types, taxonomy, workflows)</li> <li>- Implemented all FE templates and components with demo content</li> <li>- Integrations (Spirit API HUB)</li> <li>- My SPIRIT – MVP</li> <li>- WCAG &amp; CWV, GDPR FE Compliance Report</li> <li>- Technical Documentation v1</li> </ul>	20%
<b>M5 – Pilot migration to STAGE</b>	T28	<ul style="list-style-type: none"> <li>- STAGE environment</li> <li>- Content Migration Pilot</li> <li>- QA report v1 (functional, WCAG, SEO, LLM)</li> <li>- List of errors and corrections with a fixing timeline</li> </ul>	10%
<b>M6 – Final Migration + QA v2</b>	T32	<ul style="list-style-type: none"> <li>- Final automated migration</li> <li>- 301 Redirect Map (implemented and tested)</li> <li>- SEO, WCAG 2.2 AA, LLM, CWV reports v2</li> <li>- Go-Live Runbook</li> <li>- Technical Documentation v2</li> </ul>	5%

<b>M7 – GO LIVE Production deploy + stabilization</b>	T36	<ul style="list-style-type: none"> <li>- Production deployment</li> <li>- Stabilization (bugfixes, monitoring)</li> <li>- First production SEO/CWV data</li> </ul>	10%
<b>M8 – Final handover of the system</b>	T39	<ul style="list-style-type: none"> <li>- Handing over code, repositories, and accesses</li> <li>- Technical documentation (final)</li> <li>- Training of the IT team</li> <li>- Signing of the Acceptance Record</li> </ul>	5%

20 % of the contract value shall be paid after two (2) months have elapsed since the successful transition of the system to the production environment, provided that all identified defects have been rectified within that period.

The cost of the monthly lump sum is calculated on a monthly basis. If the number of hours in a month (lump sum) exceeds the anticipated number of hours in the monthly lump sum, the contractor is entitled to pay additional hours, where the price per unit of measure is calculated according to the value of the monthly lump sum/number of hours in the lump sum.

The invoice for the upgrade and development is issued together with the client's summary, a confirmed report on the number of hours worked in the previous month and a description of the services performed.

The Contractor sends the invoice to the Client exclusively in electronic form (e-invoice).

The client will settle the invoice no later than 30 days from the date of receipt of the correctly issued e-invoice. The invoice must necessarily refer to the contract in question.

If the last day of the payment deadline coincides with a day that is a day off under the Labour Act or is not defined as a payment day in the payment system, the last day of the deadline shall be considered to be the following working day or the next payment day. The day of payment shall be deemed to be the day on which the payment order is submitted to the organisation responsible for payment transactions.

In the event of a delay in payment, the client is obliged to pay statutory default interest for the time of delay.

The parties agree that neither party may transfer its claims under this contract to the other.

## **CONTRACTUAL PENALTY**

### **Article 8**

In the event of a delay in the performance of the contractual services, the Contracting Authority may charge the Contractor a contractual penalty:

In the event of a delay due to the fault of the contractor in the performance of contractual services related to the realization of the T24 phase, the contracting authority has the right to charge a contractual penalty of EUR 500.00 for each day of delay. In the event of a delay due to the fault of the contractor in the performance of the contractual services (realization of all contractual obligations (T39), the contractual penalty for each day is EUR 350.00 for each day of delay.

The Contracting Parties agree that the protection of the Client's trade secrets and the protection of personal data is essential for the Client. In the event of a breach of the Client's trade secret or the duty to protect personal data, the Contractor is obliged to pay the Client a contractual penalty of 5% of the total contract value (including VAT) for each individual violation.

For any change in the professional staff of the contractor or subcontractor during the performance of this contract, which is not approved and confirmed by the contracting authority, the contractor will be obliged to pay the client a penalty in the amount of EUR 1,000.00 (thousand). The total amount of the contractual penalty due to the change of personnel or subcontractor does not exceed 10% of the value of the entire contract work (including VAT).

The payment of a contractual penalty by the contractor due to an inadequate change in the professional staff does not release the contractor from the contractual obligation to obtain a written confirmation of the contracting authority for each change in the professional staff. The contractor may not provide contractual services with unapproved professional staff. If the work is performed by unapproved professional staff, the contractor is not entitled to payment for these works.

In the event that the Contracting Authority incurs costs or damages exceeding the contractual penalty due to the Contractor's delay, the Contractor is obliged, in addition

to the contractual penalty, to pay all incurred costs and to reimburse the damage in the amount that the Contracting Authority will charge after taking over the works, within 30 days from the date of receipt of the Client's written request. The Contractor shall be liable to the Client for the damage incurred in accordance with the provisions of the Code of Obligations.

The Client has the right to demand from the Contractor, in addition to the contractual penalty, the fulfilment of the task with which the Contractor was in default. In the event that the Contractor is late with the task or violates the obligations related to the protection of trade secrets and personal data in such a way that the Client suffers damage that is greater than the contractual penalty, it may also demand from the Contractor the difference to full compensation.

The Client may request a contractual penalty for delay, even if he accepts the performance, without immediately informing the Contractor that he reserves the right to a contractual penalty.

Contractual penalties are cumulative and not mutually exclusive. Once the sum of the contractual penalty reaches 10 % of the total contract value including VAT, the contractual penalty can no longer be charged. In this case, the client has the right to withdraw from the contract without notice.

The Contractor pays the amount of the contractual penalty on the basis of the Client's invoice within 8 days after receipt of the invoice, if the Client does not compensate this amount when paying its obligation.

The calculation of the contractual penalty does not preclude the redemption of the financial collateral.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 9**

The Contracting Authority undertakes to:

- fulfils all anticipated obligations in the agreed manner,
- hand over to the contractor all the documentation at its disposal and necessary for the performance of the assumed services, closely cooperate with the contractor in order to ensure that the assumed services are performed in a timely manner and to mutual satisfaction,
- keep the Contractor informed of any changes and newly arising situations that could affect the performance of the assumed contractual obligations and the realization of the subject of the contract,

- settle the Contractor's monetary obligations under this Agreement on a regular basis and inform the Contractor of any circumstances that may prevent the Contractor from paying its monetary obligations under this Agreement on time.

## OBLIGATIONS OF THE CONTRACTOR

### Article 10

The Contractor undertakes to:

- to perform implementation and maintenance services in accordance with the Technical Specifications
- to perform the services that are the subject of this contract in a high-quality, timely manner, in accordance with this contract, with the applicable regulations, standards and specified requirements of the client and with the diligence of a good professional,
- to use advanced information technologies and methods in the performance of contractual obligations,
- to ensure the competence and experience of service providers under this contract,
- to adapt its capacities and time of services to the dynamics of work and the wishes of the client,
- immediately warn the Client in writing of circumstances that could hinder or prevent the quality and proper performance of services, as well as of other circumstances that are important for the fulfilment of the rights and obligations of both Contracting Parties stipulated by this Contract, in particular, but not explicitly, to inform the Client of critical changes to the Software and to propose, with arguments, upgrades of the systems, to inform the Client of any relevant changes in legislation and, consequently, of upgrades or software customizations;
- enable appropriate supervision of the contracting authority and eliminate any irregularities found within the time limit set by the contracting authority,
- perform the services within the deadlines set by the time plan,
- fulfils all other obligations incumbent on the Contractor in accordance with this Agreement and the Annexes,
- perform work with the personnel specified in the offer, and any change in said personnel will be carried out only with the prior written consent of the Contracting Authority, while meeting all the requirements of the Contracting Authority,



- at any time provide the Client with an insight into the performance of the Contract Works and take into account the Client's instructions on individual issues,
- keep the client informed of everything that could affect the performance of the assumed obligations,
- in the event that the Contractor is unable to meet the response times, it undertakes to immediately inform the Client of the reasons for the delay and the estimated time within which it will be able to provide a reply,
- submit the material to the client for review on an ongoing basis and supplement or correct it according to the client's requirements and hand it over in agreed copies,
- manage all records and documents specified by regulations and record and store documents in a way that ensures an appropriate audit trail,
- inform the client in advance in writing about any financial, substantive transparent and transparent matter,
- inform the client of any circumstance or time change that may affect the performance of the contract works, providing appropriate justification,
- actively cooperate with the contracting authority, take into account the guidelines and work assignments and requirements that are or will be given with the documentation and those that will be agreed in the form of coordination minutes at joint meetings,
- report on the progress of the performance of contractual obligations at each written request of the Contracting Entity in the content and scope determined by the Contracting Authority,
- take into account the Contracting Authority's requirements in the field of information and publicity and perform the obligations arising from the Contracting Authority's contractual obligations in relation to the co-financing of the project from European funds,
- before listing the transaction in question under this contract as its own reference, it must obtain the written consent of the client
- complies with the Client's prohibition on communicating with the public about the contents that are the subject of the Contract, communication is limited exclusively to the Client's representatives, the Contractor will refer the Client to the Client in the event that any of the representatives of the public addresses the Client with questions related to the Contract in question,
- provide access to its financial and other documentation for financial and technical review and audits by the Court of Auditors, the European Commission or another EU institution.

Violations of the contractor's obligations under this Article shall be considered as a serious breach of the provisions of this contract. If the Contracting Authority instructs the Contractor to provide a service which would infringe the rules or cause disproportionate damage to the Contracting Entity or to a third party, the Contractor may refuse such a contract without infringing the contract, but must prove such a reason for refusal.

Communication between the contractor or employees of the contractor and the client takes place in Slovenian.

## **TRANSFER OF RIGHTS**

### Article 11

The contract price includes all fees for the transfer of licenses and other rights under this Article. In the event that the Contractor offers an already developed solution that is in use for the purpose of the contract and configures/develops it for the needs of the Client (parameterizes or otherwise adapts an existing solution that corresponds to the functionalities of the subject of the contract), it ensures that it has acquired all material copyrights or other objects of intellectual property rights necessary for the fulfilment of this contract, necessary for the transfer of the licence to the subscriber or another person in accordance with the contract and that these rights are free from any encumbrance or other rights of third parties. In the case of a license model, no material copyright is transferred to the client.

After the realization of the M8 milestone, the Contractor grants the Client a free unlimited right to use the Software and Licenses exclusively for the needs of the Client. Licenses and software must be in the name of the subscriber. This means that the Subscriber has the right to unlimited free use of the Software and Licenses even after the expiration of this Agreement.

With each installation of each part of the software solution that is the subject of this Agreement and represents a copyrighted work or other form of intellectual property of the Contractor or third parties on the Client's infrastructure, the Client acquires a non-exclusive, content-unlimited, perpetual and geographically limited license or licenses on each of these parts of the Software Solutions, which provide the Client with the right to use all Software Solutions and its parts, subject to this Agreement, in the functionalities as further specified in the Technical Specifications. Geographical

limitation, however, means that the license is limited to the provision of services in the territory of the Republic of Slovenia.

The right of use under the preceding paragraph includes, and is not limited to:

- use of the software solution for all cases and in all ways for the needs of the client
- the use of a changed, updated or adapted software system, all for the needs of the Client;
- reproduction of copies in an unlimited quantity for the Client's own needs, including copying and storage in any form (including electronic).

The Client may exercise the right to use the software and licenses himself or through his contractual partners.

The Contractor undertakes that in the event that a third party claims that an individual part of the Software or Licenses as a whole, which is the subject of this Agreement, infringes the intellectual property rights of that third party, it will protect the Client from this claim at its own expense and will pay all costs and damages that would be finally awarded by the court or included in the settlement, approved by the contractor, provided that the contracting authority/entity informs the contractor of the claim within a reasonable period of time and gives the contractor the opportunity to monitor the defence and cooperate with it in the defence and in any related settlement negotiations.

If such a request occurs, the Contractor shall enable the Client to continue to use an individual part of the Software as a whole or to change or replace it with one that is at least equivalent in content.

All configurations and settings made by the Contractor for the needs of the Client, as well as all data obtained and processed in the Software, are the property of the Client for uninterrupted and uninterrupted use even after the termination of this Agreement (or in the event of disputes) to the extent permitted in accordance with applicable law.

As part of the output strategy, the Client, as the owner of the stored data, has the right to take over all the data stored in the Software, in the form and format as it is written, and to download and use it in its systems.

## **PERSONS OF THE SERVICE PROVIDER**

### Article 12

The Contractor will perform the services that are the subject of this contract with professionally qualified personnel who have been nominated in the tender.

The contractor must strive to avoid personnel changes in his team. In the event that the employee is no longer able to perform work for any reason, the contractor must notify the contract administrator within 5 days of the change occurring, proposing his replacement and proving that the new staff meets all the conditions as I originally nominated the staff.

In the event of replacement or inclusion of new staff, the contractor must provide comprehensive training and transfer of knowledge and information to the new employee at its own expense and introduce him or her to work free of charge and in such a way that the provision of services under the concluded contract will not be disrupted.

At the request of the Contracting Authority, the Contractor undertakes to appoint another person for the performance of the tendered services, if the Contracting Authority finds out that the person has not performed the service or has performed it incorrectly two or more times.

## **FINANCIAL SECURITY FOR THE SOUND PERFORMANCE OF CONTRACTUAL OBLIGATIONS**

### **Article 13**

Within 10 working days at the latest, as a condition for the validity of this contract, the Contractor must deliver to the Client the original, issued, signed and stamped, irrevocable, unconditional and payable on first call financial security for the proper performance of contractual obligations in the required content according to the sample from the tender documentation in the amount of 10% of the total contract value including VAT and valid for 40 years after the expiry of the contract.

If the duration of the contract is extended or the total value of the contract increases, the contractor will have to adjust the financial collateral accordingly (submit a new one). The parties to the contract shall regulate this in more detail by means of an annex to the contract, which extends the validity of the contract or increases its total value. In case of justified circumstances, the contracting authority may extend the period referred to in the first paragraph of this Article.

The Client may redeem the financial collateral under the following conditions:

- the contractor fails to fulfil its contractual obligations within the deadline and in accordance with the provisions of the contract,
- the contractor ceases to fulfil its contractual obligations in accordance with the provisions of the contract,
- the contractor fails to fulfil its obligations in accordance with the contract, in the agreed quality, scope or deadlines (i.e. the reason for non-fulfilment, untimely fulfilment or improper fulfilment),
- in the course of the provision of services, the contracting authority/entity establishes that the services are in fact provided by an entity other than the contractor, the notified subcontractor or the joint venture partner,
- the contractor withdraws from the contract without a justified reason originating from the sphere of the contracting authority,
- the contracting authority withdraws from the contract for a justified reason originating from the sphere of the contractor,
- the contractor causes damage to the client that is not reimbursed within 8 days after the client's request,
- the contractor provides the client with misleading or false statements, data or documents,
- the contractor fails to eliminate any deficiencies or defects in the performed subject of the contract within the time limit set by the contracting authority,
- the contractor fails to deliver to the contracting authority, in accordance with the client's request, new, extended or amended financial collateral that would be necessary due to a change in the duration of the contract or the value of the subject of the contract,
- fails to comply with data protection and trade secret obligations.

The Client may redeem the financial collateral (in the amount determined by the Client within the maximum amount of the insurance) if the Contractor fails to fulfill any of its obligations under this Contract or if it fails to fulfill it in accordance with it (untimely, incomplete, etc.).

The Client may redeem the financial collateral without prior notice, and must notify the Contractor that it has been redeemed no later than 3 days from the day on which it was submitted for payment, in writing, by fax or e-mail.

With this contract, the Contractor undertakes to provide the services specified in the contract, specified in the Instructions to the Providers, which the Client will order according to its needs, and the Client will pay the Contractor the appropriate contractual value in relation to the ordered and actually performed work.

The contractor undertakes to perform the works undertaken under the contract in a professional and high-quality manner, in accordance with the applicable technical regulations and standards and in accordance with the invitation to submit a tender and the applicable legislation.

The Contractor undertakes to respect and act in accordance with all laws and regulations applicable to it at all times (including regulations regarding the payment of taxes and other duties).

The Contractor undertakes to provide services with the nominated professional staff specified in the offer and other qualified personnel, and to check the quality of the work performed and to constantly take care of the elimination of deficiencies that will be found out on the basis of professional checks, supervision or information from the Client.

During the performance of the contractual work, the contractor must cooperate with the representative of the client and keep the client informed about current problems and situations that may affect the performance of contractual obligations.

The contractor, as an expert in the field of the subject of the contract, bears responsibility for all errors and deficiencies and any damage that would arise as a result of the work performed by him or any of his subcontractors.

## **AUTHORIZED PERSONS**

### Article 14

The authorized representative of the Client under this contract / administrator of the contract is \_\_\_\_, tel. no. 01 \_\_\_\_, e-mail address: \_\_\_\_@spiritslovenia.si.

The authorized representative of the contractor under this contract is \_\_\_\_\_, phone number \_\_\_\_\_, e-mail address: \_\_\_\_\_

These contractual representatives are authorized to represent the contracting parties in all matters relating to the realization of the subject of the contract.

## PROFESSIONAL STAFF

### Article 15

The contractor undertakes to ensure that the staff nominated in the tender will participate in the performance of the services at all times.

The change of professional staff may be carried out by the contractor with the prior written consent of the client. The newly proposed professional staff must meet the same conditions and criteria (if the originally nominated staff met them) as were required for this professional staff under the contract in question. The proposal must be accompanied by all documentation demonstrating compliance with the conditions set out in the invitation to tender.

The contracting authority will decide on the proposal for the replacement of professional staff. The Contracting Authority may not reject the Contractor's proposal after the replacement of professional staff during the performance of the Contract without a justified reason. In the case of justified reasons, the replacement of individual professional staff may also be requested by the contracting authority.

In addition to the contractor, the following subcontractors are also involved in the implementation: (indicate all subcontractors, contact details and legal representatives)

An individual subcontractor will carry out part of the contract (object, quantity, value, place and date of execution of works).

A contractor performing a public contract with one or more subcontractors must have a contract with subcontractors at the time of the contract with the contracting authority or during the performance. The Contractor must provide the Client with a copy of the contract concluded with its Client within five days of the conclusion of this Contract.

### Article 16

During the performance of this contract, the Contractor must inform the Contracting Entity of changes in the information referred to in the second paragraph of Article 94 of the Public Procurement Act-3 and send information on new subcontractors no later than 5 (five) days after the change. In the case of the inclusion of new subcontractors, the contractor must, in accordance with the third paragraph of Article 94 of the ZJN-3,

together with the notification to the contracting authority, submit, among other things, data and documents:

- contact details and legal representatives of the new subcontractors;
- completed ESPD of new subcontractors in accordance with Article 79 of the PPA-3, and
- a written request from the new subcontractor for direct payment, if the new subcontractor so requests.

In the event that the subcontractor does not require direct payment from the contracting authority, the contractor must submit a written statement of the contractor and the subcontractor that the subcontractor has received payment for the services performed in the public contract in question no later than 60 days after the payment of the final invoice. If the statement is not submitted, the contracting authority will initiate proceedings to determine the misdemeanor, in accordance with the provisions of the ZJN-3.

#### Article 17

In relation to the Client, the Contractor is fully responsible for the performance of the Order which are the subject of this Contract.

#### Article 18

If the contracting authority finds that the contract is performed by a subcontractor that the contractor has not specified in its tender or is not agreed with this contract or the contractor has not notified the subcontractor in the manner specified in this Article, it shall have the right to terminate the contract.

### **ANTI-CORRUPTION CLAUSE**

#### Article 19

This contract shall be null and void where any person, in the name or on behalf of the other party, promises, offers or gives to the representative or agent of the client any undue advantage for:

- acquisition of the transaction, or
- to conclude a transaction on more favourable terms, or



- for the waiver of due control over the performance of contractual obligations, or
- for any other act or omission that causes damage to the Client or enables the Client to obtain an undue advantage to the Client's representative, the other Contracting Party or its representative, representative, intermediary.

In the event of a breach of this clause, an already concluded and valid contract is null and void, and if the contract is not yet valid, it is considered that the contract has not been concluded.

In the event of the nullity of the contract, the party to the contract, which is not responsible for the nullity of the contract, has the right to claim damages against the opposing party.

## **PROTECTION OF TRADE SECRETS AND PERSONAL DATA**

### **Article 20**

The Contracting Parties agree that all data, documentation, business information, other data and information originating from this Contract, the content of this Contract, other data originating from this contractual relationship or from the otherwise performing activities of one or the other Party, and other data that the Parties to the Contract learn from each other in the performance of this Contract, or whether such data are included in tasks or services, performed by the contractor on the basis of this contract, which are not generally known, a trade secret and the parties to the agreement are obliged to protect it as confidential throughout the duration of this contract and after its expiry.

The Contractor is obliged to strictly protect as confidential all information that in any way relates to the Client's business and could represent a competitive advantage, in such a way that it does not become accessible to third unauthorized persons. All data that the Contractor obtains from the Client is the property of the Client.

The Contractor may not forward the data obtained in the context of the provision of contractual services to third parties without the written prior written consent of the Client. The data may be used exclusively for the purpose of performing this contract.

Breaches of the Contractor's obligations under this Article of the Contract shall be considered as a material breach of the provisions of this Contract.

The Contracting Parties undertake not to use or handle the personal data obtained in connection with the conclusion and performance of this Agreement in violation of the applicable legislation in the field of personal data protection.

The Contracting Parties will extend their duty of professional secrecy to all employees who have performed or will in any way carry out all or individual works in connection with the contract.

A party to a contract that violates the provisions of this Article of the contract regarding the protection of trade secrets shall also be obliged to compensate the other party for any damage incurred as a result of the breach of this Article of the contract regarding the protection of trade secrets.

The Contracting Parties undertake to protect and process any personal data in accordance with the provisions of the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/22) and EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4. 5. 2016).

## **CONFLICT OF INTEREST**

### **Article 21**

The contractor must be attentive to any conflict of his own interests with the interests of the client and must do everything to avoid it.

In particular, the contractor's own interests shall be deemed to be the acquisition of a pecuniary gain for itself or for an associated company, for its members of management and/or supervisory bodies and their family members, and for other bodies governed by public or private law with whom it has or has had business dealings. Family members are spouses, children, adoptees, parents, adoptive parents, brothers, sisters and persons living with the individual in the same household or in a common-law union.

If, in the course of the performance of the tasks, the contractor identifies a conflict of interest or the possibility of a conflict of interest, it shall immediately inform the contracting authority thereof in writing. In addition, he must immediately cease his work

in a matter in which a conflict of interest has arisen or is likely to occur, unless it would be dangerous to delay.

In the event that a conflict of interest has been established, the Contractor must, prior to continuing work in the case in which the conflict of interest has occurred, take appropriate measures to eliminate the conflict of interest within the time limit set by the Client. If the contractor fails to eliminate the conflict of interest or if measures cannot do so, the contracting authority shall entrust the management of the task in the case in which the conflict of interest has arisen to another person or shall carry it out himself.

Employees of the contracting authority, contractor or subcontractor involved in the preparation, negotiation, management or execution of the contract must disclose any private interest in relation to the contractors (subcontractors) of the contract. In the event of a conflict of interest, they may not participate or make any decisions. The Contractor is obliged to keep a record of individual disclosures, to which the Client must be given access and familiarization with its data.

## **DISPUTE RESOLUTION AND WITHDRAWAL**

### Article 22

The contracting parties agree that any disagreements or disputes will be resolved primarily by mutual agreement, and if they fail to do so, the disputes will be decided by the competent court according to the registered office of the client.

### Article 23

If either party to this contract breaches or fails to fulfill its obligation under this contract, the counterparty may withdraw from this contract under the conditions set forth below. In the event that either party violates the provisions of this Agreement, the Counterparty shall, to the extent that it intends to withdraw from the Agreement, call upon the Party in breach of the provisions of this Agreement to remedy the breach of this Agreement within a reasonable period of time, which shall not be less than eight (8) days.

If the infringement is not remedied within a specified reasonable period of time, the party who requested the rectification of the infringement may withdraw from the contract. The party who has withdrawn from the contract has the right to claim damages from the opposing party.

In the event of withdrawal, the parties are obliged to fulfil their obligations which have arisen up to the time of termination of the contract and which can be objectively fulfilled, irrespective of the termination of the contract. The Contractor is obliged to hand over (in full and unlimited ownership to the Client) all documentation and solutions that have been implemented and paid for up to the moment of termination of the contract.

The Contracting Authority may, by means of a written notice sent to the Contractor, withdraw from the contract immediately without setting an additional deadline, without restricting the possibility of exercising other rights or using the legal remedies available to it in accordance with the law, provided that:

- the contractor becomes insolvent according to the criteria set out in the Financial Operations, Insolvency Proceedings and Compulsory Winding-up Act (ZFPPIPP);
- an enforceable enforcement order has been issued against the contractor as debtor for the payment of a monetary claim or other similar proceedings have been initiated with a view to recovering the debt from the contractor,
- the contractor has been subject to compulsory settlement or bankruptcy proceedings;
- the contractor has adopted a decision on the liquidation of the company or on its dissolution, but it is not a case of legal status transformation under the provisions of the ZGD-1,
- the contractor transfers the contract or any right or interest arising from this contract without the consent of the client,
- the contractor gives an unjustified statement of withdrawal from the contract or ceases to perform it,
- the Contractor has not immediately commenced the performance of the works that are the subject of the contract without having a valid reason for doing so or without continuing them more than thirty (30) days after receiving a written request from the Client to continue with the works,
- where the contractor repeatedly fails to carry out the works in accordance with the contract or repeatedly fails to fulfil his obligations under the contract or repeatedly disregards his obligations under the contract without just cause.

The Contracting Authority may, by means of a written notice sent to the Contractor, withdraw from the performance of the contract in question, if circumstances arise that do not ensure further justification for the performance of the subject of the contract,

whereby the Contracting Authority is obliged to reimburse the Contractor for the justified costs incurred until the receipt of the notification, without any damage or compensation.

The contract shall cease to be valid if the contracting authority is aware that the court has established a breach of the obligations referred to in the second paragraph of Article 3 of the Public Procurement Act by the contractor or its subcontractor by a final decision, or if the contracting authority is aware that the competent state authority has found at least two violations in relation to remuneration for work in the case of the contractor or its subcontractor during the performance of the contract, working hours, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or in connection with undeclared employment, for which he or she has been fined for a misdemeanour by a final decision or by several final decisions. In the event that the Contracting Authority is informed of a violation, the Contracting Authority must notify the Contractor thereof within ten days. The contractor may, within a period set by the contracting authority, which may not exceed 15 days, provide evidence that it has taken sufficient measures to prove its reliability despite the existence of infringements. If there is an infringement at the subcontractor's side, the contractor may, within the same time limit, provide evidence that the subcontractor has taken sufficient measures to demonstrate its reliability despite the existence of infringements. If the contractor has not submitted evidence for the subcontractor, or if it has provided any evidence, but the contracting authority assesses that these measures are not sufficient, the contractor may replace the subcontractor within the period set by the contracting authority, which may not exceed 15 days in accordance with Article 94 of the ZJN-3, or take over the part that it has subcontracted to that subcontractor, if such replacement or takeover does not constitute a material change to the contract. If the Contractor has not submitted evidence for itself or for the subcontractor, or if it has, the Contracting Entity assesses that these measures are not sufficient, or if the Contractor does not take over the work itself or proposes a new subcontractor, or if the Contracting Authority rejects the proposed new subcontractor in a timely manner in accordance with Article 94 of the ZJN-3, the divorce condition shall be fulfilled provided that there is at least six months from the Contracting Authority's acquaintance with the infringement and until the expiry of the contract. In the event of the fulfilment of the divorce condition, the contract shall be deemed to be terminated on the date of conclusion of a new contract for the performance of the public contract, and the contracting authority shall commence a new procurement procedure immediately, but no later than 60 days after becoming aware of the infringement. If the contracting authority does not initiate a new

procurement procedure within that period, the contract shall be deemed to be terminated on the sixtieth day following the knowledge of the infringement.

## **FINAL PROVISIONS**

### **Article 24**

Mutual obligations that are not defined in the contract are subject to the provisions of the Code of Obligations and other regulations governing this area.

In the event of dissolution of the contract, the party on whose side the grounds for divorce arose is obliged to compensate the other party for any damage that would have been caused by the divorce.

Any changes to this Agreement may only be made in writing and with the consent of both parties.

The Contractor may not, on behalf of the Client, make statements (orally, in writing or via e-mail) to the public, directly, through the media or through media representatives without his consent.

It must also not give any guarantees and representations to third parties about the provision of services. All official communication must take place through the client or under the authority of the client.

## **VALIDITY OF THE CONTRACT**

### **Article 25**

The contract is concluded on the date of signature of both contracting parties and enters into force upon the submission of financial security for the good performance of contractual obligations.

The contract is valid until all contractual obligations have been fulfilled, i.e. until the end of the maintenance period.

An integral part of the contract is the contractor's offer, No \_\_\_\_\_, dated \_\_\_\_\_

The Agreement shall be drawn up in four (4) copies, of which each of the Contracting Parties shall receive two (2) copies.

No: \_\_\_\_\_

No. \_\_\_\_\_

Ljubljana, on \_\_\_\_\_

\_\_\_\_\_, on \_\_\_\_\_

Client:

SPIRIT Slovenia, a public agency

Contractor: