

Project name: **Package 23 "Small-angle X-ray scattering (SAXS) beamline at Elettra-Sincrotrone Trieste"**<sup>1</sup>

Date: 2 June 2026

Number: 302/6 – HF-DET/26

# PROCUREMENT DOCUMENTS IN ACCORDANCE WITH THE PROCUREMENT PROCEDURE TO PURCHASE GOODS BY MEANS OF AN OPEN PROCEDURE

## 302/6 – HF-DET/26

### CONTENTS:

Public procurement documents comprise the following:

1. Instructions to Tenderers for Preparing the Tender
2. "ESPD" Form
3. Form "Tenderer's Statement on Meeting the Selection Criteria"
4. Form "Subcontractor's Statement on Meeting the Selection Criteria"
5. Form "Authorization to Obtain Criminal Record Information for Legal and Natural Persons" (Forms No. 5/a and 5/b) and Form "Statement by the Legal and Natural person" (Forms No. 5/c and 5/d)
6. Form "Pro-Forma Invoice" (file: Pro-Forma Invoice.xlsx)
7. Form "Summary of the Pro-Forma Invoice – Recapitulation" (file: Summary\_of the Pro-Forma Invoice.docx)
8. Form "Payment Method" (Form 7/a)
9. Form "Technical Specifications"
10. Form "Statement on the Participation of Natural and Legal Persons in the Ownership of the Economic Operator"
11. Form "Economic Operator's List of References"
12. Form "Economic Operator's Certificate of References"
13. Form "Attachment 2: Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment",
14. Form "Equipment Manufacturer's Written Statement"
15. Form "Model Contract"
16. Advance Payment Guarantee (Model)
17. Performance Guarantee (Model)
18. Financial Collateral for the Rectification of Faults within the Warranty Period (Model)
19. Agreement on Submitting a Joint Tender (in case of a joint tender)
20. Form "Subcontractor's Request and Consent" (if the tenderer acts with subcontractors and they require direct payments)
21. Instructions for using the e-JN system: TENDERERS, accessible at: <https://ejn.gov.si/>

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<sup>1</sup> The project No. P23-79 with the title "Small-angle X-ray scattering (SAXS) beamline at Elettra-Sincrotrone Trieste" obtained under the Public Call for (co-)Funding the Purchase of Research Equipment (Package 23, No. 6316-9/2024-4) is co-funded by the Slovenian Research and Innovation Agency.

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

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**1. CONTRACTING AUTHORITY**

Name of the Contracting Authority:	UNIVERSITY OF MARIBOR
Address:	Slomškov trg 15, 2000 Maribor, Slovenia
Tax number:	SI 71674705
Registration number:	5089638000
Legal representative of the Contracting Authority:	prof. dr. Zdravko Kačič, Rector
Name of the User and Payer:	University of Maribor, Faculty of Medicine
Address:	Taborska ulica 8, 2000 Maribor, Slovenia
Tax number:	SI 71674705
Registration number:	5089638048
Legal representative of the User:	prof. dr. Iztok Takač, Dean
Name of the Contracting Authority:	University of Primorska, Università del Litorale
Address:	Titov trg 4, 6000 Koper, Slovenia
Tax number:	SI 71633065
Registration number:	181001400
Legal representative of the User:	prof. dr. Klavdija Kutnar, Rector

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

**2. FINANCING METHOD**

Project name: **Package 23 "Small-angle X-ray scattering (SAXS) beamline at Elettra-Sincrotrone Trieste"**

The concerned public contract Hybrid photon detector for use on a small-angle X-ray scattering (SAXS) beamline is implemented as part of the project No. P23-79 with the title "Small-angle X-ray scattering (SAXS) beamline at Elettra-Sincrotrone Trieste" obtained under the Public Call for (co-)Funding the Purchase of Research Equipment (Package 23, No. 6316-9/2024-4), co-funded by the Slovenian Research and Innovation Agency.

**3. PUBLIC PROCUREMENT DESIGNATION AND SUBJECT-MATTER**

**Designation of the public procurement:** 302/6 - HF-DET/26

**Name of the public procurement:** "Hybrid photon detector for use on a small-angle X-ray scattering (SAXS) beamline"

**Short description of the subject-matter of the public procurement:** The subject of the public procurement is a comprehensive Hybrid Photon Counter (HPC), as an X-ray detector system intended for the rapid detection of X-ray scattering and diffraction signals in research environments with high requirements regarding speed and dynamic range. The Contracting Authority is procuring a complete, fully operational system with all necessary ancillary equipment, interfaces, and services for routine use. This includes the detector head, a dedicated control and data acquisition unit, all required high-speed data and control connections, triggering and synchronization interfaces, control software with a documented, network-accessible programming interface, mechanical mounting options, and all auxiliary system connections required for safe operation. The tenderer must provide all activities necessary for the delivery and installation of a fully functional setup ready for routine experimental use.

The main CPV code:

- 31640000 Machines and apparatus with individual functions

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

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

Required is the absence of all the grounds for exclusion, specified in Point 9.1.1 of these Instructions. Other requirements of the Contracting Authority (terms and conditions of participation and requirements laid down in other parts of the Instructions to Tenderers for Preparing the Tender) have to be met by tenderers as laid down in the requirements and conditions. The tender has to cover all tender items of the concerned public procurement. The Contracting Authority shall not consider tenders relating only to a part of the concerned public procurement or shall identify them as inadmissible and consequently exclude them from the award of the concerned public contract.

The Contracting Authority will, on the basis of the conditions and criteria set out in the procurement documents, select the tenderer with which it will conclude a contractual relationship.

#### 5. DEADLINE AND MANNER OF TENDER SUBMISSION

Tenderers shall **submit their tenders to the e-JN information system** (hereinafter: e-JN system) at <https://ejn.gov.si> in accordance with Point 4 of the Instructions for using the e-JN information system: TENDERERS (hereinafter: Instructions for using the e-JN), which are part of these tender documents and published at <https://ejn.gov.si>.

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

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

The tender shall be considered as submitted on time, if the Contracting Authority receives it through the e-JN <https://ejn.gov.si> system **no later than 7 July 2026 until 10:00 a.m.** The tender shall be considered as submitted when it is marked with the status "SUBMITTED" in the e-JN system.

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

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

#### 6. TIME AND PLACE OF OPENING OF TENDERS

Tenders will be opened automatically in the e-JN information system on **7 July 2026** and the opening will commence at **11:01** on the following website: <https://ejn.gov.si>.

The opening is carried out as follows: at the time designated for the public opening of tenders, the e-JN system automatically displays data on the tenderer, on variants, if they have been required or admitted, total tender value and enables access to the file that the tenderer uploads to the e-JN system in the section "Total tender value", part "Pro-Forma Invoice".

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<sup>2</sup> Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – UPB1(official consolidated text), 64/16 – decision of the Constitutional Court and 20/18 – OROZ631).

## 7. LEGAL BASIS

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

The concerned public contract Hybrid Photon Counting X-ray Area Detector System (SAXS) is implemented as part of the project No. P23-79 with the title "Small-angle X-ray scattering (SAXS) beamline at Elettra-Sincrotrone Trieste" obtained under the Public Call for (co-)Funding the Purchase of Research Equipment (Package 23, No. 6316-9/2024-4), co-funded by the Slovenian Research and Innovation Agency.

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

### 8.1 ACCESS TO PUBLIC PROCUREMENT DOCUMENTS

Tenderers may obtain documents for the particular public procurement on the Public Procurement Portal.

Access to documents is free of charge.

### 8.2 NOTIFICATIONS AND CLARIFICATIONS REGARDING THE PUBLIC PROCUREMENT DOCUMENTS

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

The Contracting Authority will consider requests for clarification of the procurement documents or any other question relating to the procurement as timely if it is raised at the Public Procurement Portal at the latest **up to and including 17 June 2026 until 10:00 a.m.**, the Contracting Authority will answer raised questions **up to and including 23 June 2026**.

The Contracting Authority shall not answer requests for clarifications or any other questions relating to the public procurement raised after this deadline.

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

## 9. QUALITATIVE SELECTION

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

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

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

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

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

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

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

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

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

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

Tenderers should, where appropriate, in preparing the tender take into account the Chapter 11.3.2 (Joint tender), 11.3.3 (Tender with subcontractors) and 11.3.4 (Capacities of other entities).

#### **9.1.1 Exclusion grounds**

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

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

##### **Means of proof:**

- **"ESPD" Form** in "Part III: Exclusion grounds, Section A: Reasons related to criminal convictions and Section D: National exclusion grounds" filled in by:
  - the tenderer,
  - all partners in the joint tender,
  - all subcontractors,
  - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.
- **Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria",**
- **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria",** (if the tenderer acts with subcontractors or other entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3),
- **"Authorization for the Contracting Authority to obtain data from the criminal records of the Republic of Slovenia for legal and natural persons" (Form No. 5/a – for all legal persons and No. 5/b – for all natural persons), "Statement by the Legal person" (Form No. 5/c) and "Statement by the Natural person" (Form No. 5/d).**

The Contracting Authority will, before awarding the public contract, require from the tenderer to whom it has decided to award the concerned contract to provide it with the authorization to obtain criminal record information in Republic of Slovenia (for the legal and natural person or persons who are members of the administrative, management or supervisory body of the economic operator or who have powers of representation, decision making or control therein).

**The Tenderer may submit the authorization to obtain criminal record information by itself (Form No. 5/a, 5/b) and statement by the legal and natural person (Form No. 5/c, 5/d).**

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

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

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

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

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

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

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

#### Means of proof:

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

#### Means of proof:

- **"ESPD" Form** (in "Part III: Exclusion grounds, Section D: National exclusion grounds") filled in by:
  - the tenderer,
  - all partners in the joint tender,



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

4. **In the three (3) years preceding the expiry of the time limit for the submission of tenders or applications, the competent authority of the Republic of Slovenia or another Member State or a third country did not identify at least two violations by the economic operator relating to remuneration for work, working time, rest periods, performing work based on civil law contracts despite the existence of employment relation elements or relating to undeclared employment, for which the economic operator has been convicted by a final judgement or final judgements for a minor offence.**

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

Means of proof:

- **"ESPD" Form** (in "Part III: Exclusion grounds, Section D: National exclusion grounds") filled in by:
  - the tenderer,
  - all partners in the joint tender,
  - all subcontractors,
  - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.
- **"Statement by the Legal and Natural person"** (Form No. 5/c, 5/d)

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

In accordance with the eighth Paragraph of Article 75 of ZJN-3, the Contracting Authority shall at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to in Points of the Chapter 9.1.1. of these Instructions to Tenderers.

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

When the country in which the economic operator has its headquarters does not issue some of the required documents regarding the fulfilment from Points 1 to 4 of Chapter 9.1.1 of the Instructions to Tenderers, **the economic operator may submit a declaration on oath, confirming that it meets the established condition. However, if such a declaration is not provided for in the country where the economic operator has its headquarters, the economic operator may submit a declaration made by the person concerned (Form No. 5/c, 5/d) before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the economic operator has its headquarters.**

5. Pursuant to Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229 of 31 July 2014, p. 1), as last amended by Council Regulation (EU) 2024/745 of 23 February 2024 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 2024/745 of 23 February 2024), the tenderer must not be:
- a Russian national or a natural or legal person, entity or body established in Russia;
  - a legal person, entity or body whose ownership is more than 50% directly or indirectly held by an entity referred to in the previous point, or
  - a natural or legal person, entity or body acting on behalf of or at the direction of an entity referred to in the previous two points.

The same applies to subcontractor(s) if their share exceeds 10 % of the contract value.

The condition must be met by:

- the tenderer,

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

Means of proof:

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

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

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

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

Means of proof:

- **"ESPD" Form** (in "Part IV: Selection criteria, Section A: Relevance, entry in the relevant professional register or trade register"), filled in by (the field "Reason\*" must be filled with the name of the register):
  - the tenderer,
  - all partners in the joint tender,
  - all subcontractors,
  - all entities whose capacities the tenderer is using in accordance with Article 81 of ZJN-3.

The ESPD form has to include all necessary data enabling the Contracting Authority to check the fulfilment of the relevant criterion in official records. If such verification is not possible free of charge, the Contracting Authority may request the tenderer/economic operator to provide copies of the means of proof to verify compliance with the relevant criterion.

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

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

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

1. "In the last ten (10) years before the deadline for the submission of tenders, the tenderer has successfully performed at least three (3) transactions of the same type. The Contracting Authority will recognize as the same type of transaction any transaction which had as its subject-matter the supply of a hybrid photon detector for use on a beamline.

Partners in the joint tender may jointly meet the relevant criteria.

Means of proof:

- **Form No. 10 "Economic Operator's List of References"**
- **Form No. 11 "Economic Operator's Certificate of References"**

The tenderer submits Form No. 10 "Economic Operator's List of References" already at the time of submitting the tender.

It is desirable that the tenderer submits, together with the tender, a completed Form No. 11 "Economic Operator's Certificate of Reference", signed and stamped by the reference Contracting Authority or Contracting Authorities; otherwise, the Contracting Authority will request it during the tender evaluation phase from the tenderer to whom

it intends to award the public contract. The Contracting Authority reserves the right to obtain the certificate of reference directly from the reference Contracting Authority.

Reference transactions may be carried out with the same or with different Contracting Authorities.

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

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

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

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

**Means of proof:**

- **Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria"**, filled in by:
    - tenderer / partners in the joint tender,
  - completed **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria"** (*in case the tenderer acts with a subcontractor or in case of acting with another entity and thus fulfils the concerned criterion*).
3. If the tenderer itself is not the manufacturer of the equipment, it shall have established business relationships with manufacturers of the equipment representing the subject-matter of the public contract, which ensure the tenderer a quality performance of the subject-matter of the public contract. Specifically, the tenderer needs:
    - a) equipment manufacturer's support for selling the offered technology or equipment, including delivery conditions, warranties and guarantee terms;
    - b) manufacturer's consent confirming that it is informed of the tenderer's intention to take part in the relevant procedure of awarding a public contract which also includes maintenance under warranty of the particular manufacturer's equipment and a statement confirming that in case the tenderer is awarded the public contract, the manufacturer shall conclude contract with the tenderer for technical support and delivery of all corrections and versions of the embedded software with the same functionality for the entire warranty period, defined in the technical specifications, if such contract is not yet concluded;
    - c) concluded contracts with the manufacturers of offered equipment covering all technologies and all equipment necessary for the performance of the public contract;
    - d) at the time of submitting the tender and throughout the duration of the public contract and the warranty period, equipment manufacturers' certification of an adequate level of competence for quality integration, servicing, maintenance, warranty repairs and operation of the equipment offered under the terms set out in the model contract (delivery times, etc.);
    - e) upon signing the contract with the Contracting Authority concluded contracts with the equipment manufacturers for technical support and delivery of all corrections and versions of the embedded software within the same functionality for the entire guarantee period;
    - f) manufacturer's support for servicing the offered technology or equipment, including the supply of spare parts;
    - g) to be specialized in the configuration, sale, servicing, maintenance and repairs under guarantee of the equipment which is the subject-matter of the public procurement through professional qualification by the equipment manufacturer.

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

**Means of proof:**

- **Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria"**,
- **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria"** (*in case the tenderer acts with a subcontractor or in case of acting with another entity and thus fulfils the concerned criterion*),
- **Form No. 13 "Equipment Manufacturer's Written Statement"** (*in case the tenderer itself is not the manufacturer of the equipment*).

The Contracting Authority will urge the tenderer (if it is not itself the manufacturer of the equipment) to whom it intends to award the concerned public contract to submit a completed, signed and stamped Form No. 19 "Equipment Manufacturer's Written Statement", by means of which the tenderer states that it fulfils the criterion referred to in this Point of the Instructions.

4. The tenderer meets the requirements of maintenance under guarantee, set out in the technical specifications/model contract for the subject-matter of the public procurement.

Economic operators in the tender may jointly meet the relevant criteria

**Means of proof:**

- **Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria"**,
- **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria"** filled in by the subcontractor (*in case the tenderer acts with a subcontractor and thus fulfils the concerned criterion*).

5. The tenderer agrees to the delivery deadline as specified in the public procurement documents.

**Means of proof:**

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

#### 9.1.4 Other requirements

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

**Means of proof:**

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

## 10. CRITERIA

The criterion for selecting the most favourable tenderer is the most economically advantageous tender (OS), the one with the highest score according to the formula below:

$$OS = PTP + PEG + PPM$$

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

The used terms have the following meaning:

- OS: overall score
- PTP: points tender price (in EUR excl. VAT)
- PEG: points extended guarantee (without extra costs)
- PPM = points payment method

Criteria		Highest score
PTP	points tender price	90.00
PEG	points extended guarantee (without extra costs)	5.00
PPM	points payment method	5.00

Explanation of the valuation of items in the formula:

### 1. PTP – Points tender price (in EUR excl. VAT) – the highest possible score: 90.00

The tender value (price per unit) in EUR excl. VAT serves as the criterion (cell F16 of the Form No. 6 Pro-Forma Invoice in .xlsx format, hereinafter: tender price). The tender that offers the lowest tender price (TP) compared to other tenders – the minimum offered TP (in EUR excl. VAT), wins the highest score – ninety (90.00) points, other offered TP an adequately lower score, namely according to the value of the deviation of the offered price from the lowest offered price (in EUR excl. VAT), according to the formula:

$$PTP = (\text{the lowest offered TP} / \text{offered TP}) \times 90$$

The highest possible overall score that can be obtained in accordance with this criterion is ninety (90.00) points.

#### Means of proof:

- **Form No. 6 "Pro-Forma Invoice".**

### 2. PEG – Extended guarantee (without extra costs) – the highest possible score: 5.00

The tenderer who offers an extended guarantee (without extra costs) can win points according to the following scoring:

- 0 points = 1-year guarantee (because it is a technical requirement)
- 1 point = 2-year guarantee (the required 1 year + 1 year of extension without extra costs)
- 3 points = 3-year guarantee (the required 1 year + 2 year of extension without extra costs)
- 5 points = 4-year guarantee (the required 1 year + 3 years of extension without extra costs).

#### Means of proof:

- **Form No. 7 "Summary of the Pro- Forma Invoice – Recapitulation".**

### 3. PPM – Payment Method – highest possible score: 5.00

A tenderer who offers a method of payment that is more favourable for the Contracting Authority may be awarded points according to the following scoring:

- 1 point = for a **40% (forty percent) advance payment** made within 15 days from the date of submission of an appropriate advance payment guarantee, the supplier's written order confirmation, and receipt of a duly issued electronic (pro-forma) invoice (\*\*in the case of a foreign supplier: (pro-forma invoice) for the advance payment – as set out under item c) of Form No. 7/a "Payment Method"
- 3 points = for **payment within 15 (fifteen) days** from the date of the correctly issued invoice, issued by the Supplier after the performed handover (**signed handover record**) – as set out under item b) of Form No. 7/a "Payment Method".
- 5 points = **payment within 30 (thirty) days** from the date of the correctly issued invoice, issued by the supplier after the performed handover (**signed handover record**) – as set out under item a) of Form No. 7/a "Payment Method".

#### Means of proof:

- **Form No. 7 "Summary of the Pro- Forma Invoice – Recapitulation".**
- **Form No. 7/a "Payment Method".**

If two or more tenderers obtain the same score, the tenderer will be selected who submits the tender earlier (based on the date and time of receipt of the tender in the e-JN system).

## 11. TENDER

### 11.1 TENDER DOCUMENTATION

Tender documentation comprises the following documents:

1. completed Form No. 2 »ESPD« – for all economic operators in the tender **in .xlsx format for the tenderer / partner or in .pdf format for other participants in the tender;**
2. completed, signed and stamped Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria";**
3. completed, signed and stamped Form No. 4 **"Subcontractor's Statement on Meeting the Selection Criteria"** (if the tenderer acts with subcontractors);

4. completed, signed and stamped Form No. 5a and 5b **"Authorization to Obtain Criminal Record Information for Legal and Natural Persons"**; – *in case of foreign natural/legal persons*
5. completed Form No. 6 **"Pro-Forma Invoice"** in **.xlsx format or** completed, signed and stamped in **.pdf format**;
6. completed, signed and stamped Form No. 7 **"Summary of the Pro-Forma Invoice – Recapitulation"** – in **.pdf format**;
7. completed, signed and stamped Form No. 7a **"Payment Method"** – *in case the tenderer chooses the advance payment option*;
8. completed, signed and stamped Form No. 9 **"Statement on the Participation of Natural and Legal Persons in the Ownership of the Economic Operator"** – *preferably upon submitting the tender, otherwise upon a request of the Contracting Authority*;
9. completed, signed and stamped Form No. 10 **"Economic Operator's List of References"**;
10. completed Form No. 11 **"Economic Operator's Certificate of References"** stamped and signed by the reference Contracting Authority – *preferably submitted with the tender, otherwise upon request by the Contracting Authority*;
11. completed, signed and stamped Form No. 12 **"Attachment 2: Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment"**;
12. completed, signed and stamped Form No. 13 **"Equipment Manufacturer's Written Statement"** – *if the tenderer itself is not the manufacturer of the equipment* – *preferably upon submission of the tender, otherwise the Contracting Authority will request it during the tender evaluation phase from the tenderer to whom it intends to award the public contract*;
13. **Agreement on Submitting a Joint Tender** in accordance with Form No. 18 – *in case the tender is submitted by a group of tenderers*;
14. completed, signed and stamped Form No. 19 **"Subcontractor's Request and Consent"** – *if the tenderer acts with subcontractors and they require direct payments*;
15. **Means of proof on meeting the requirements from Technical Specifications** (*in case the active web links are not listed*).

If the economic operator's/tenderer's headquarters are not in the Republic of Slovenia and the tenderer cannot submit the required documents since the country in which it has its headquarters does not issue such documents or if these do not include all cases stated in chapter 9.1.1. (Points 1 to 4), they may be replaced by a declaration on oath, however, if the country in which the tenderer has its headquarters does not provide for such declarations, a declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the tenderer has its headquarters will suffice (Forms No. 5/c, 5/d).

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

In order to meet the conditions (grounds for exclusion and selection criteria), the tenderers submit the documents stated in this Point.

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

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

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

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

## **11.2 DRAWING UP THE TENDER**

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

The subject-matter of the tender must meet the technical requirements listed in the Technical Specifications that are part of these documents. **By completing the Form No. 6 "Pro-Forma Invoice" and Form No. 13: Attachment 2:**

**Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment", the tenderer declares and verifies that the subject-matter of the tender fully complies with the Technical Specifications of the public procurement and that it will fulfil contractual obligations in accordance with the deadlines laid down in the public procurement documents.**

**As instructed in Form No. 13: Attachment 2: "Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment", the tenderer specifies in the Form the name of the enclosed means of proof. The tenderer may also provide an (active) link to the website of the equipment manufacturer which includes an indication of the relevant technical specifications.**

**Means of proof:**

- **Form No. 6" Pro-Forma Invoice"**
- **Form No. 12 "Attachment 2: Declaration of Compliance with the Contracting Authority's Minimum Technical Requirements and Specifications of the Offered Equipment",**
- **Means of proof on meeting the requirements from technical specifications (or an active link to the website)**

**The tenderer submits all documents from this Chapter already upon submitting the tender since this refers to the compliance with technical specifications.**

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

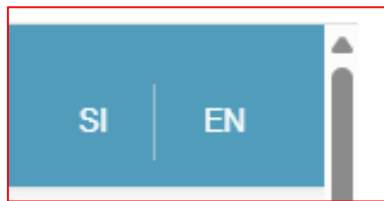
The **"ESPD" Form** is an official statement of the economic operator that there are no exclusion grounds in its regard and that it meets the selection criteria. At the same time, the operator provides relevant information required by the Contracting Authority. The **"ESPD" Form** also includes an official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

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

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

**In case of a foreign tenderer:** the eESPD application available at <https://ejn.gov.si/espd> is **also accessible in English, allowing foreign candidates or tenderers to prepare the ESPD form.** For this purpose, foreign tenderers should change the language setting in the eESPD application (located in the top right corner) from Slovene to English (see Figure 1):





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

**The completed "ESPD" Form must be enclosed to the tender for all economic operators who in any way participate in the tender (tenderer, participating tenderers in case of a joint tender, subcontractors and economic operators to the capacities of which the tenderer is referring).**

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

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

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

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

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

#### **11.2.3 Form "Pro-Forma Invoice" (file: Pro-Forma Invoice.xlsx) and "Summary of the Pro-Forma Invoice\_Recapitulation"**

In the **Form No. 6 "Pro-Forma Invoice"**, the tenderer has to provide all tender items taking into account the Technical Specifications that are part of the call documentation.

The tenderer must fill in all items in the **Form No. 6 "Pro-Forma Invoice"**, rounded to two (2) decimal places.

**The tenderer must fill in all items on the pro-forma invoice. If the tenderer does not enter the price of a particular item or enters the price 0,00, it shall be understood that the tenderer is not offering this item and is thus failing to meet all requirements of the Contracting Authority arising from the relevant public procurement documents, in which case the Contracting Authority shall reject the tender as inadmissible.**



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

**Foreign tenderers: in case of a foreign tenderer, such tenderer does not fill out the column G (VAT rate in %) in the Pro-Forma Invoice (Form No. 6). The Contracting Authority shall pay VAT in accordance with the applicable legislation.**

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

In accordance with the above mentioned requirements, the tenderer shall also complete **Form No. 7 "Summary of the Pro-Forma Invoice (Recapitulation)"**.

**Foreign tenderers:** in Form Summary of the Pro-Forma Invoice – Recapitulation (Form No. 7) such tenderer does not fill out the columns "VAT amount" and "tender price (in EUR incl. VAT)", but only the column "tender price (in EUR excl. VAT)."

In the e-JN information system in the section "Total tender value", the tenderer enters into the dedicated area the total tender amount excluding taxes in EUR and the amount of taxes in EUR (**foreign tenderers: 0.00**). The amount including taxes in EUR is calculated automatically. In the section "Pro-Forma Invoice" the tenderer uploads Form No. 7 "Pro-Forma Invoice (Recapitulation)" in .pdf format and Form No. 6 "Pro-forma Invoice" in the section "Documents", part "Other Attachments" in .xlsx or .pdf format. "Total tender value" that will be entered into the equally named section and the document that will be uploaded as a pro-forma invoice to the section "Pro-Forma Invoice" will be available and accessible at the public opening of tenders.

In case of discrepancies between data in the section "Total tender value", data in the Summary of the Pro-Forma Invoice – Recapitulation uploaded in the section "Total tender value", part "Pro-Forma Invoice" and data in the complete Pro-Forma Invoice uploaded in the section "Documents", part "Other Attachments", the data in the "Pro-Forma Invoice" uploaded in the section "Documents", part "Other Attachments" shall be considered valid.

#### 11.2.4 Advance Payment Guarantee

IN CASE THE TENDERER CHOOSES THE ADVANCE PAYMENT METHOD:

According to the specific nature of the subject-matter of the public procurement, the tenderer may choose the payment method (which is also evident from the Form No. 7a "Payment Method" and Form No. 14 "Model Contract") as follows:

1. **40 % (forty per cent) advance payment** within 15 days from the date of the submission of an adequate advance payment guarantee, written confirmation of the procurement by the supplier and receipt of the correctly issued (Pro-Forma) Invoice for advance payment and
2. **60 % (sixty per cent) payment** within 30 days after signing the handover record, signed by the Supplier and User and the Payer or Contracting Authority.

To guarantee advance payment or advance payments, the selected tenderer has to submit a relevant advance payment guarantee (bank guarantee or suretyship insurance) **upon signing the contract or no later than within thirty (30) days from the signing of the Contract** in the amount of **100 % (one hundred per cent) of the advance value** (in EUR amount incl. VAT) if it chose the advance payment method. The guarantee has to be unconditional and payable on first demand with a validity of at least another thirty (30) days after delivery and signing of the handover record.

The Contracting Authority / User and Payer will settle the amount of the individual advance payment to the transaction account of the Supplier in accordance with the manner specified in the Form No. 7a "Payment Method" and in Form No. 14 "Model Contract".

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

The advance payment guarantee shall be submitted in accordance with the model from procurement documents (**Form No. 15**).

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

**Means of proof:**

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

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

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

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

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

**11.2.5 Performance guarantee**

The selected tenderer must **at the latest within thirty (30) days from the signing of the Contract** provide a performance guarantee (bank guarantee or suretyship insurance), amounting to ten per cent (10 %) of the total contractual value (in EUR including VAT). The guarantee has to be unconditional and payable on first demand with a validity of at least another thirty (30) days after delivery and signing of the handover record.

Submission of the performance guarantee is a **condition for the validity of the Contract**.

The performance guarantee shall be submitted in accordance with the model from procurement documents (**Form No 16**).

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

**Means of proof:**

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

The Contracting Authority has the right to redeem the performance guarantee if:

- the selected tenderer does not begin to perform its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer does not fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer does not timely and properly fulfil its contractual obligations in accordance with the provisions of the Contract,
- the selected tenderer will not be able to secure repayment of the contractual penalty or the difference between the paid contractual penalty and the costs and damages incurred by means set out in the fourth Paragraph of Article 13 (thirteen) of this Contract,
- the selected tenderer ceases to fulfil its contractual obligations in accordance with the provisions of the Contract,
- the contract is terminated.

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

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

The Contracting Authority may avail itself of the performance guarantee without prior notice.

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

The selected tenderer must **at the latest within fifteen (15) days from the delivery and signing of the handover record** submit a guarantee for the rectification of faults within the guarantee period (bank guarantee or suretyship insurance), amounting to five per cent (5 %) of contractual value (value in EUR including VAT). The guarantee has to be unconditional and payable on first demand.

The validity of the guarantee has to be 30 (thirty) days longer than the general guarantee period determined in the technical specifications. If the selected tenderer does not submit the guarantee for the rectification of faults within the guarantee period on time (or does not submit it), the Contracting Authority has the right to liquidate the existent guarantee at its disposal.

If the guarantee period is extended, the deadline for the guarantee for the rectification of faults within the guarantee period has to be extended simultaneously for the same period of time.

The guarantee for the rectification of faults within the guarantee period shall be submitted in accordance with the model from procurement documents (**Form No. 17**).

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

##### **Means of proof:**

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

The Contracting Authority has the right to redeem the guarantee for the rectification of faults under the following conditions:

- if it is established that the selected tenderer does not provide the services in accordance with the Contract, documents or tender documents, or
- if the Contracting Authority terminates the Contract due to its breach by the selected tenderer or
- if the Contracting Authority terminates the Contract due to selected tenderer's delay.

The Contracting Authority has the right to redeem the guarantee for the rectification of faults within the guarantee period if the selected tenderer does not perform guarantee obligations within the deadlines and in a manner specified in the Contract.

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

### **11.3 OTHER PROVISIONS FOR PREPARING THE TENDER**

#### **11.3.1 Review of the documentation**

The tenderer must review the entire public procurement documentation before submitting the tender and give any comments on the contents in the manner provided for in these Instructions to Tenderers. By submitting their tender, the tenderers irrevocably confirm that they have thoroughly reviewed the mentioned documentation and that they agree with its contents.

#### **11.3.2 Joint tender**

If a group of tenderers submits a joint tender, each partner in the joint tender has to meet all criteria specified in Chapters 9.1.1, 9.1.2, 9.1.3 (Point 5) and 9.1.4.

All partners in the joint tender have to complete the **"ESPD" form** individually and state all required data therein. Selection criteria required in Chapter 9.1.3 (Point 1, Point 2, Point 3, Point 4) can be met by the partners in the joint tender together.

The form No. 6 "Pro-Forma Invoice" is submitted by all tenderers in the joint tender together (one form, signed by at least one of the tenderers in the joint tender). The tenderers may submit guarantees in a way that they are submitted

only by one of the joint tenderers or each tenderer separately. If they are submitted by each of the tenderers, the sum of all guarantee amounts must be at least as high as the demanded amount.

In case of a joint tender, the tenderers must submit an **Agreement on Submitting a Joint Tender** (in accordance with Form No. 18).

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

### **11.3.3 Tender with subcontractors**

In case the tenderer performs the concerned Contract in cooperation with subcontractors, it has to list all proposed subcontractors in the **"ESPD" form** and Form No. 3 **"Tenderer's Statement on Meeting the Selection Criteria"**. In the tender, the tenderer shall also submit the completed, signed and stamped **"ESPD"** forms in .pdf format for each subcontractor with which it will cooperate in performing the Contract.

In the tender, the tenderer shall also submit the completed **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria"** for each subcontractor with which it will cooperate in performing the Contract.

If a subcontractor shows exclusion grounds or if it does not meet the relevant selection criteria from Point 8.1 of the Instructions to Tenderers, the Contracting Authority shall reject the subcontractor and demand its replacement.

Like the tenderer, the subcontractor also has to meet all criteria referred to in Chapters 9.1.1, 9.1.2 and 9.1.4 of these Instructions to Tenderers.

Selection criteria required in Chapter 9.1.3 (Point 2, Point 3, Point 4) can be met by the tenderer together with the subcontractor(s).

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

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

- all the subcontractors, contact data and legal representatives of the proposed subcontractors, and every part of the public procurement which it intends to subcontract (**Form No. 3 "Tenderer's Statement on Meeting the Selection Criteria" with the completed Point regarding the subcontractors**);
- submit the **"ESPD" forms of these subcontractors** in accordance with Article 79 of ZJN;
- submit **Forms No. 4 »Subcontractor's Statement on Meeting the Selection Criteria«** and
- submit the completed **Forms No. 19 "Subcontractor's Request and Consent"**, *if they require direct payments*.

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

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

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

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

- the main contractor shall sign a contract authorising the Contracting Authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor,

- the subcontractor shall submit a consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the Contracting Authority instead,
- the main contractor's invoice or statement shall be accompanied by the subcontractor's invoice or situation previously approved by the main contractor.

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

The selected tenderer is fully responsible for the performance of the Public Contract towards the Contracting Authority.

#### **11.3.4 Use of capacities of other entities**

An economic operator may, with regard to the requirements relating to economic and financial standing as well as technical and professional ability, rely on the capacities of other entities for a specific public procurement, regardless of the legal relationship between the economic operator and those entities.

However, with regard to the requirements concerning the education and professional qualifications of the service or works provider and the company's managerial staff, as well as the requirements relating to relevant professional experience, the economic operator may rely on the capacities of other entities only if those entities will perform the works or services for which such capacities are required. If the economic operator wishes to rely on the capacities of other entities, it must demonstrate to the Contracting Authority that it will have access to the necessary resources, for example by submitting commitments from those entities for this purpose.

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

If the tenderer relies on the capacities of other entities, those entities must meet the selection criteria as specified in each relevant section or criterion and must complete the **"ESPD" form** and **Form No. 4 "Subcontractor's Statement on Meeting the Selection Criteria"**.

#### **11.3.5 Variant tenders**

Variant tenders are not allowed.

#### **11.3.6 Language of the tender**

The procurement procedure shall be conducted in the Slovenian language.

The Contracting Authority prepared the documents in Slovene (original) and a translation into English language.

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

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

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

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

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

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

### **11.3.8 Tender costs**

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

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

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

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

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

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

If the electronic means of communication, used by the Contracting Authority in accordance with Article 37 of ZJN-3 for accepting applications or tenders, do not function in a manner that allows the submission of applications or tenders, the Contracting Authority extends the deadline for the submission and opening of applications or tenders for at least five (5) working days, if all of the following conditions are met:

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

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

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

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

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

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

## 14. CONTRACT

The signatories of the contract are the Contracting Authority University of Maribor, Slomškov trg 15, 2000 Maribor, Slovenia and User and Payer Faculty of Medicine, Taborska ulica 8, 2000 Maribor, Slovenia and the Contracting Authority University of Primorska, Università del Litorale, Titov trg 4, 6000 Koper, Slovenia.

In accordance with the sixth Paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text 2, 158/20, 3/22 – ZDeb and 16/23 – ZZPri; hereinafter: ZIntPK), the selected tenderer is obliged upon a request of the Contracting Authority and before signing the Contract to submit a statement or information on the participation of natural and legal persons under the ownership of the tenderer, including the participation of silent partners as well as on economic operators, which are considered to be companies affiliated with the tenderer under the provisions of the Companies Act (**Form No. 9 "Statement on the Participation of Natural and Legal Persons"**). For natural persons the statement shall include the name and surname, address of residence and ownership share. If the tenderer submits a false statement or false information about specified facts, the Contract shall be rendered null and void. In case the subcontractor requires direct payments, whereby it is foreseen that these payments will amount to more than EUR 10,000.00 excluding VAT, Form No. 9 must be submitted also for such a subcontractor.

Tenderers or in the above-mentioned case subcontractors may present the completed Statement (Form No. 9) already at the time of submitting the tender, otherwise upon request by the Contracting Authority.

By submitting the completed Form "ESPD" and the completed, signed and stamped Form "Tenderer's Statement on Meeting the Selection Criteria", the tenderer confirms its acceptance of the content of the model contract and public procurement documents.

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

The selected tenderer shall **sign the contract and send it back to the Contracting Authority within ten (10) working days after receiving it**.

The contract shall be concluded if the selected tenderer submits the performance guarantee.

## 15. LEGAL PROTECTION

In accordance with the Legal Protection in Public procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-1I, 60/17, 72/19 and 83/25 – ZOUL, hereinafter referred to as: ZPVPJN), the request for review referring to the content of the notice and/or tender documents may be filed in ten (10) working days from the publication of the public contract notice or the notice on additional information, information on the unfinished procedure or correction, if this notice changes or supplements the requirements or criteria for the selection of the most favourable tenderer, whereby the request for review may refer to the amended, supplemented or explained content of the notice or tender documents or directly related indication in the initial notice or tender documents. The request for review may not be submitted after the deadline for accepting tenders, unless the deadline for accepting tenders is shorter than ten (10) working days. In this case the request for review may be submitted in ten (10) working days from the day of publication of the contract notice.

The tenderer pays a fee of EUR 4,000 to the transaction account of the Ministry of Finance, number SI56 0110 0100 0358 802, opened with the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BSLJSI2X; IBAN: SI56011001000358802 – fee for the public procurement review procedure. When paying the fee, the reference must follow model 11. The reference consists of three parts (P1 - P2 - P3). The first and second parts of the reference, P1 and P2, are always the same and are separated by a hyphen. The value of P1 is: 16110, the value of P2 is: 7111290. The third and final part of the reference, P3, represents the publication number of the contract notice on the Public Procurement Portal. It consists of 8 digits, where the first six digits correspond to the notice publication number, and the last two digits indicate the year from the public procurement notice number.

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

University of Maribor  
Rector  
prof. dr. Zdravko Kačič

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