

PUBLIC PROCUREMENT DOCUMENTATION

CATALYST ELEMENTS FOR SCR REACTOR OF UNIT 6

Number: 40 01-127/2026

Šoštanj, June 2026

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1. CONTRACTING AUTHORITY

This contract is being awarded by Šoštanj Thermal Power Plant (Termoelektrarna Šoštanj d.o.o.), Cesta Lole Ribarja 18, 3325 Šoštanj (hereinafter: the contracting authority).

The contracting authority invites all interested tenderers to submit a tender in accordance with the documentation requirements relating to the public contract award.

2. DESIGNATION AND SUBJECT OF PUBLIC PROCUREMENT

Designation of documentation related to the award of the contract: 40 01-127/2026

Subject: Catalyst elements for SCR reactor of unit 6

Option 1: Plate-type SCR catalyst built into a steel module containing 16 elements

Option 2: Plate-type SCR catalyst built into a steel element containing 71 plates

Option 3: Plate-type SCR catalyst built into a steel module containing 16 elements*

Option 4: Plate-type SCR catalyst built into a steel module containing 16 elements**

Option 5: Plate-type SCR catalyst built into a steel element containing 71 plates*

Option 6: Plate-type SCR catalyst built into a steel element containing 71 plates**

* A 4–5mm anti-abrasion protection of the plates in all 2432 elements

** A 4–5mm anti-abrasion protection of the plates in all 2432 elements and a 3cm anti-abrasion protection of plates in 1216 elements

A more detailed specification of the public procurement can be found in the technical part of the documentation and the specification of goods.

3. METHOD OF AWARDING PUBLIC CONTRACT

The award of the subject contract shall be carried out through an open procedure in accordance with Article 40 of the Public Procurement Act (ZJN-3) (Official Gazette of the Republic of Slovenia, No. 91/15 as amended).

The tenderer shall submit a tender for the public procurement for at least one or all six options (option 1, option 2, option 3, option 4, option 5 and option 6). The contracting authority will decide on the option that shall prove to be more optimal for the contracting authority based on the tenders received.

Within the framework of the public procurement procedure, the contracting authority shall set a deadline for the submission of tenders due to the needs of the subject of the contract, as shown on the Public Procurement Portal.

The contracting authority reserves the right to suspend or terminate the public procurement procedure without selecting a tenderer, especially if it receives only one (1) tender in the procedure.

4. DEADLINE AND METHOD OF TENDER SUBMISSION

Tenderers shall submit their tenders to the e-JN information system at the <https://ejn.gov.si/eJN2> website in accordance with point 3 of the document: Instructions for the use of functionalities of electronic submission of tenders in the e-JN system: TENDERS (hereinafter: Instructions for using e-JN), which is included in this documentation and published at the <https://ejn.gov.si/eJN2> website.

Before submitting a tender, the tenderer shall register at the <https://ejn.gov.si/eJN2> website in accordance with the Instructions for using e-JN. If already registered in the e-JN information system, the tenderer logs into the app at the same address.

When logging in, the tenderer shall provide its **e-mail address** in the app for receiving notifications via the e-JN information system.

A tenderer's user, authorized to submit tenders in the e-JN information system, submits the tender by clicking on the "Submit" button. When submitting tenders, the e-JN information system records the identity of the user and the time of tender submission. 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 Obligations Code). By submitting a tender, a tender is binding for the time specified in the tender, unless the tenderer withdraws or changes it before the deadline for submitting tenders.

A tender is considered to have been submitted on time if the contracting authority receives it via the <https://ejn.gov.si/eJN2> e-JN system **no later than 07.07.2026 by 9:00 a.m.** A tender is considered to have been submitted if marked with the status "SUBMITTED" in the e-JN information system.

The tenderer may withdraw or modify the tender until the deadline for submitting tenders. If the tenderer withdraws its tender in the e-JN information system, it is considered that the tender was not submitted and the contracting authority will not see it in the e-JN system. If the tenderer changes its tender in the e-JN information system, the last submitted tender is open to the contracting authority in this system.

After the deadline for submitting tenders has expired, it shall no longer be possible to submit a tender.

Access to the link for submitting an electronic tender in this public procurement procedure is available at the following link: <https://ejn.gov.si/>.

5. TIME AND PLACE OF OPENING OF TENDERS

The opening of tenders shall take place automatically in the e-JN information system on **07.07.2026** and shall start at **12:00** at the <https://ejn.gov.si/eJN2> website.

The opening takes place in such a way that the e-JN information system automatically displays information about the tenderer, about variants, if they were requested or allowed, at the time specified for the public opening of tenders, and provides access to the .pdf document the tenderer uploads to the e-JN system under the "Proforma invoice" section. The public announcement is automatically completed in accordance with the e-JN rules.

6. BASIC RULES FOR ACCESS, NOTICES AND CLARIFICATIONS REGARDING DOCUMENTATION FOR AWARING PUBLIC CONTRACT

6.1 ACCESS TO DOCUMENTATION RELATED TO PUBLIC CONTRACT AWARING

Tenderers can obtain documentation related to the award of a public contract on the Public Procurement Portal (PJN) and the TED Portal (<http://ted.europa.eu/>).

6.2 NOTICES AND CLARIFICATIONS REGARDING DOCUMENTATION FOR PUBLIC CONTRACT AWARING

Communication with tenderers on questions related to the content of the public procurement and preparation of the tender takes place exclusively via the Public Procurement Portal. Questions shall be asked within an individual public procurement in the "Questions, answers and clarifications" tab.

The contracting authority shall consider a request for clarification of the documentation or any other question related to the contract as timely if asked within the deadline, no later than 6 days before the deadline for submitting tenders. The contracting authority shall not respond to requests for clarification or other questions related to the contract if asked after this deadline.

In accordance with Article 67 of the Public Procurement Act, the contracting authority may change or supplement the documentation related to the award of a public procurement contract. The contracting

authority shall issue such changes and additions in the form of supplements to the documentation. Each supplement to the documentation becomes an integral part of the documentation. Questions and answers published on the Public Procurement Portal are also considered part of the documentation.

Based on Article 36 of the Public Procurement Act, the public procurement procedure is conducted in the Slovenian language.

7. ASSESSMENT OF CAPACITY

7.1 ASSESSMENT OF CAPACITY TO PARTICIPATE IN THE PROCEDURE OF PUBLIC CONTRACT AWARDING AND SUPPORTING DOCUMENTS

The tenderer shall meet all the grounds for exclusion and conditions set out in this point. The economic entity shall fully agree with all the terms and conditions set out in the procurement documents, as well as with the supplements and annexes to the procurement documents and changes to the procurement documents resulting from the questions and answers on the Public Procurement Portal.

Before awarding the public contract, the contracting authority shall require the tenderer to whom it has decided to award the contract in question to submit evidence (certificates, statements) as proof of the absence of grounds for exclusion set out in point 7.1.1 of this documentation and as proof of the fulfilment of the terms and conditions for participation set out in point 7.1.2 of this documentation.

The economic entity may also submit evidence of the absence of grounds for exclusion set out in point 7.1.1 of this documentation and evidence of the fulfilment of the terms and conditions for participation set out in points 7.1.2 to 7.1.3 of this documentation itself. The contracting authority reserves the right to verify the authenticity of the submitted evidence with the signatory of the evidence.

If the tenderer is not established in the Republic of Slovenia and cannot obtain and submit the required documents because the country in which the tenderer is established does not issue such documents, they may be replaced by a sworn statement, or if this is not provided for in the country in which the tenderer is established, by a statement by a specific person given before a competent judicial or administrative authority, a notary or before a competent professional or trade organization in the home country of this entity or in the country in which the tenderer is established.

For joint tenders and tenders with subcontractors, points 10.3.1 (Joint tender) and 10.3.2 (Tender with subcontractors) of these documents shall also be taken into account.

The following economic entities shall demonstrate the absence of grounds for exclusion:

- The tenderer
- All partners in the joint tender
- All subcontractors
- All persons whose capacities are used

Each listed economic entity shall submit its own ESPD form.

Each listed economic entity shall submit its own form – Declaration (Annex No. 2).

The contracting authority points out that, in accordance with paragraph 6 of Article 75 of the Public Procurement Act, it may also exclude an economic entity from participation in the procedure of the public procurement in question in certain other cases, regardless of whether such exclusion was foreseen in the documentation relating to the award of the public contract.

7.1.1 *Grounds for exclusion*

1. On the date of expiry of the deadline for submission of tenders, the economic entity shall not be included in the register of economic entities with imposed secondary sanctions of exclusion from

public procurement procedures referred to in point a) of the paragraph 4 of Article 75 of the Public Procurement Act.

EVIDENCE (for the tenderer, co-tenderer, and subcontractor and all persons whose capacities are used):

- ESPD (in "Part III: Grounds for exclusion, Section D: National grounds for exclusion, question 1")

2. If insolvency or involuntary dissolution proceedings or liquidation proceedings

have been initiated against the economic entity, if its assets or operations are being managed by insolvency or similar practitioner or a court, or if its business activities have been temporarily suspended, or if, in accordance with the regulations of another country, proceedings have been initiated against it or a situation with the same legal consequences has arisen.

EVIDENCE (*for the tenderer, co-tenderer, and subcontractor and all persons whose capacities are used*):

- ESPD (in "Part III: Grounds for exclusion, Section C: Grounds related to insolvency, conflict of interest or breach of professional rules").

3. If the economic entity has shown significant or persistent deficiencies in fulfilling a key obligation in a previous public procurement contract or a previous concession contract concluded with the contracting authority, as a result of which the contracting authority has prematurely withdrawn from the previous procurement or contract or has claimed compensation or other comparable sanctions have been imposed, and in the case where the economic entity acts as a counterparty to the contracting authority in legal proceedings.

EVIDENCE (*for the tenderer, co-tenderer, and subcontractor and all persons whose capacities are used*):

- ESPD (in "Part III: Grounds for exclusion, Section C: Grounds related to insolvency, conflict of interest or breach of professional rules").

4. If the contracting authority establishes during the verification that the tenderer or co-tenderer is:

- A Russian citizen or a natural or legal person, entity or body established in Russia
- A legal person, entity or body of which more than 50 % of the shares are directly or indirectly owned by an entity referred to in the previous indent
- A natural or legal person, entity or body acting on behalf of or at the instructions of the entities referred to in the previous two indents

The same applies to a subcontractor or entity on whose capacity the tenderer relies if it represents more than 10 % of the value of the contract (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 No. 229 of 31 July 2014, p. 1), as last amended by Council Regulation (EU) No. 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 No. 2024/745 of 23 February 2024)).

EVIDENCE (*for the tenderer, co-tenderer, and subcontractor and all persons whose capacities are used*):

- ESPD, whereby the relevant ground for exclusion cannot be entered in the ESPD By submitting the ESPD form, the economic entity declares that it was or is not in the situation referred to above before or during the public procurement procedure.

If the ESPD does not contain information on free direct access to national databases (web address of the database, identification data, if necessary, and consent to obtain the evidence by the contracting authority) where the contracting authority can obtain certificates or other necessary information, the tenderer is obliged, at the request of the contracting authority, within the deadline set by the contracting authority, to submit evidence or other documentary evidence demonstrating compliance with the set terms and conditions.

Economic entities established in a foreign country shall meet the same terms and conditions as tenderers established in the Republic of Slovenia.

If the country in which the economic entity is established does not issue the required evidence as requested by the contracting authority, the economic entity may submit a sworn declaration. If this is not provided for in the country in which the economic entity is established, the economic entity may provide a declaration by a specific person made before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the home country of that person or in the country in which the economic entity is established.

7.1.2 Terms and conditions for participation regarding economic and financial standing

1. The tenderer (and the tenderer in the joint tender) shall demonstrate that in the last six (6) months prior to the submission of the tender, it has not had any transaction accounts blocked for a total of more than ten (10) working days.

EVIDENCE (*for the tenderer and co-tenderer*):

- ESPD (in "part IV: Conditions for participation, Section B: Economic and financial standing")

7.1.3 Terms and conditions for participation regarding technical and professional capacity

The tenderer shall be able and qualified to offer the supply of goods set out in the procurement documents (details of the technical requirements are evident in the technical part of this documentation) in accordance with applicable standards, technical regulations and legislation and within the offered implementation period, which is proven by evidence and appropriate references.

EVIDENCE (*for the tenderer and/or co-tenderer*):

- ESPD (in "part IV: Conditions for participation, Section C: Technical and professional capacity")
- Declaration (Annex No. 2)
- Tenderer's references (Annex No. 7)
- Reference certificate (Annex No. 7a)
- Other evidence from the technical part of the procurement documents

By submitting a completed ESPD form, the tenderer/co-tenderer/subcontractor/person whose capacity is used confirms to meet all the required terms and conditions for participation specified in the procurement documents and does not demonstrate grounds for exclusion set out point 7.1.1 of the procurement documents.

8. CRITERION FOR PUBLIC CONTRACT AWARDING

After opening the tenders, the contracting authority shall review them and determine their compliance with the requirements of this documentation. The contracting authority may request additional explanations or evidence from the tenderer regarding the tender needed for the review and evaluation of the tenders.

The contracting authority shall award the public contract on the basis of the most economically advantageous tender, namely on the basis of the criteria and according to the procedure as described in this point.

The tenderer with the admissible tender that achieves the highest number of points will be selected as the most advantageous.

Evaluation criteria:

M1: Tender price	70 points
M2: Chemical specification	30 points
<hr/>	
TOTAL	100 points

M1: Tender price – maximum number of points is 70

The tender with the lowest tender price receives the highest number of points. Other tenders receive a proportionally lower number of points, calculated according to the formula:

$$T(\text{price}) = \frac{P_{\min}}{P(1...x)} \times 70 \text{ (max no. of points)}$$

where:

T(price) – number of points for the tender price criterion

Tmin – lowest-priced tender

(1...x) – value of individual tender

The contracting authority shall calculate the points achieved for criterion M1 to two decimal places.

M2: Chemical specification – maximum number of points is 30

Criterion name	Value	Scoring
Initial catalyst activity (Nm ³ /(hm ²))	>44	10
Catalyst activity after 16,000 operating hours	>28	10
SO ₂ /SO ₃ conversion rate at 420 °C	<0.7	10

The tenderer shall submit appropriate evidence (Tenderer's Declaration) showing that criterion M2 (chemical specification) is met.

In the event that two or more admissible tenders have the same number of points, the contracting authority shall select the tender that was submitted earlier via the e-JN system.

9. FINANCIAL INSURANCE

In order to secure the fulfilment of its obligations, the tenderer shall submit to the contracting authority a advance payment protection insurance (*only in the case of payment terms of option 2 in point 7 of the sample contract*) and a financial insurance for the proper performance of the contractual obligations. The insurance shall be unconditional, irrevocable, payable on first demand, and its content shall not deviate from the sample financial insurances set out in this documentation. The term "insurance" used in this documentation also applies to relevant insurance with insurance companies. The currency used shall be the same as the currency of the public contract.

a) Advance payment protection insurance

Upon conclusion of the contract, the selected tenderer with whom the contract shall be concluded separately submits to the contracting authority the following:

- Advance payment protection insurance in the amount of 10 % of the total contract value excluding VAT, valid for at least 60 days from the date of final delivery of goods under the contract, in the form and with the content according to Annex No. 6a. Advance payment protection insurance shall be submitted upon issuance of the proforma invoice. The amount of the advance payment protection insurance may be reduced depending on the successive delivery.

b) Insurance for proper performance of contractual obligations

Upon conclusion of the contract, the selected tenderer with whom the contract shall be concluded separately submits to the contracting authority the following:

-
- A guarantee for proper performance of contractual obligations in the amount of 5 % of the total contract value including VAT, valid for at least 60 days from the date of final delivery, in the form and with the content according to Annex No. 6b.

The beneficiary of the payment from the financial insurance for the good performance of contractual obligations is the contracting authority with whom the contract is concluded.

The contract for the performance of the public procurement contract becomes valid on the condition that the selected tenderer submits financial insurance for proper performance of contractual obligations.

10. TENDER

10.1 TENDER DOCUMENTATION

The tender documentation consists of the documents listed in point 15 of this documentation and the supporting documents referred to in point 7 of this documentation.

After reviewing the tenders, the contracting authority shall ask the most advantageous tenderer to submit supporting documents as stated for each required condition or reasons for exclusion.

When submitting a tender, the contracting authority shall accept as preliminary evidence, instead of certificates issued by public authorities or third parties, the European Single Procurement Document – ESPD, which includes its own declaration that the economic entity is not in a situation that would exclude it or could exclude it from participating in the relevant public procurement procedure and that it meets the required terms and conditions for participation, while providing the relevant information requested by the contracting authority. In addition, the ESPD indicates the official body or third party responsible for issuing the supporting documents, and also includes a formal declaration that the tenderer shall be able to provide these supporting documents upon request and without delay.

The statements in the ESPD and/or the supporting documents submitted by the economic operator shall be valid.

The economic entity imports the contracting authority's ESPD form (XML file) into the app on the e-JN website/ESPD: <http://www.ejn.gov.si/espd/> and directly enters the required data. To use the eESPD app, which provides the ESPD electronic service within the e-JN information system; user registration is not required.

To help tenderers fill out the ESPD form, the Instructions for using the ESPD for tenderers (Instructions and forms (gov.si)) are available on the e-JN website. The app can be accessed in all the most widely used web browsers (e.g. Mozilla Firefox, Google Chrome, Microsoft Edge). Internet Explorer has been replaced by the new Microsoft Edge internet browser. The use of the Microsoft Internet Explorer internet browser is no longer supported due to the cessation of updates, so when using it in the eESPD app, issues may occur that neither the administrator of the e-JN information system nor the user can influence or be held responsible for (e.g. non-function of all app functionalities).

A tenderer or economic entity may prepare or complete the ESPD gradually. This is done by exporting and saving the ESPD to their computer or other electronic media (.xml format) after each preparation or completion. When want to continue with the preparation, they upload the previously partially prepared ESPD in accordance with the instructions in this chapter to the eESPD app and continue with the preparation.

The eESPD app also allows foreign candidates or tenderers to prepare the ESPD form. At the beginning of the app, the tenderer changes the Slovenian language to English in the upper right corner (select EN instead of SI).

A completed and signed ESPD must be attached to the tender for all economic entities participating in the tender in any role (the tenderer, co-tenderers in the case of a joint tender, economic entities whose capacities the tenderer refers to, and subcontractors).

The tenderer submits the completed ESPD in the tender exclusively in electronic form. The eESPD app enables electronic signing of the .xml format of the ESPD. Electronic signing is performed with a qualified digital certificate.

If the contracting authority uses the e-JN information system to submit a tender, the tenderer submitting the tender in the e-JN information system shall upload their ESPD in the "Documents" part, "ESPD – tenderer" section, and the ESPD of other participants shall be uploaded in the "Participants" section, "ESPD – other participants". The tenderer submitting the tender in the e-JN information system shall upload an electronically signed ESPD in xml. format or an unsigned ESPD in xml. format, in which case, in accordance with the General Terms and Conditions of Use of the e-JN Information System, it is considered that the submitted legally binding document has the same validity as the signed one.

For other participants, the tenderer shall attach the signed ESPD in pdf. format, or the electronically signed ESPD in xml. form.

The contracting authority may at any time during the procedure call on the tenderers to submit all or part of the evidence in relation to the statements in the ESPD that are not officially available in public records.

The tenderer who submits the tender guarantees, under criminal and material liability, that all data and documents provided in the tender are true. Otherwise, the tenderer shall be liable to the contracting authority for all damage incurred.

10.2 TENDER COMPILATION

10.2.1 Evidence of documentation compliance with technical requirements

The subject of the tender shall meet at least the minimum technical requirements specified in the technical part of this documentation.

10.2.2 "Proforma invoice" form

The tenderer shall offer a position in the Proforma invoice, taking into account the technical requirements of this documentation.

In addition to the Proforma invoice, the tenderer shall complete and submit the Goods specification (at least for one or all six options). The total tender price in the proforma invoice shall be rounded to two decimal places. The price rounded to two decimal places shall be evident in the Proforma invoice form in the .pdf file and in the Goods Specification form (for all six options). If the tenderer inserts a price of zero (0) EUR for an item or does not state a price for an item, it is considered to be offering the item free of charge.

The tenderer shall not change the content of the goods specification (for all six options) after submitting the tender. The tender price shall include the DDP Šoštanj parity (Incoterms 2020), all discounts and costs (transportation and any other possible costs, etc.) that occur to the tenderer in the execution of the public contract. The contracting authority shall not allow the selected tenderer to make additional charges, to which the tenderer expressly and unconditionally agrees by submitting a tender for this public procurement procedure.

In the event that the contracting authority discovers obvious calculation errors during the review and evaluation of tenders, it shall act in accordance with the paragraph 7 of Article 89 of the Public Procurement Act.

The tenderer uploads the proforma invoice in the e-JN system to the "Proforma invoice" section in the .pdf file.

In the event of a discrepancy between the content of the goods specification (for all six options) and the content of the proforma invoice, the content written in the goods specification (for all six options) shall prevail.

10.3 OTHER PROVISIONS FOR TENDER PREPARING

10.3.1 *Joint tender*

Based on paragraph 3 of Article 10 of the Public Procurement Act, groups of economic entities, including temporary associations, may also participate in the public procurement procedure. Groups of tenderers are not required to take any legal form.

In the event that a group of economic entities submits a joint tender, this group shall submit a legal act on the joint execution of the contract after the award of the public contract and before the signing of the contract. The legal act on the joint execution of the contract shall precisely define the tasks and responsibilities of individual contractors for the execution of the contract, which shall clearly state the following:

- Appointment of the manager for the execution of the public contract (lead partner)
- Authorization for the manager to sign the tender and the contract
- A statement that all tenderers in the joint tender are familiar with the instructions for tenderers to prepare a tender and with the tender terms and conditions as well as the criteria for awarding the public contract, and that they fully agree with the listed
- That they are familiar with the payment terms set in the documentation relating to the award of the public contract and that all payments by the contracting authority are made via the contract holder
- A statement that they are jointly and severally liable to the contracting authority
- In the event of bankruptcy of one of the consortium partners or corporate changes, the consortium partner shall be replaced provided that the new consortium partner meets the required terms and conditions
- The scope of the contract (precise indication of the type and scope of the performance of services/supply of goods to be performed by the individual tenderer and their responsibilities)
- The method of nomination of subcontractors (each joint applicant separately or all subcontractors nominated via the contract holder)
- Appointment of responsible persons who shall be responsible for the implementation of the contract in question

Each tenderer in a joint tender shall prove the absence of grounds for exclusion under the Public Procurement Act on their own.

In the event that a tender is submitted by a group of tenderers, the tender shall include the required information

about the joint tender, which is listed in the "Tenderer/Co-tenderer information" form.

The "Proforma invoice" form is submitted by all tenderers participating in the joint tender together (one form, signed by at least one of the tenderers participating in the joint tender).

10.3.2 *Tendering with subcontractors*

The tenderer may submit the tender alone or with subcontractors. A tender with subcontractors is a tender where, in addition to the tenderer as the main tenderer, other economic entities (hereinafter: subcontractors) also participate. In accordance with paragraph 1 of Article 94 of the Public Procurement Act, a subcontractor is any economic entity that is a legal or natural person and supplies goods or performs services or construction directly related to the subject of the public procurement for the tenderer with whom the contracting authority has concluded a public procurement contract or framework agreement under this Act.

If the tenderer shall perform a public works or services contract with subcontractors, the tenderer shall:

- List all subcontractors and each part of the public contract that they intend to subcontract
- Contact details and legal representatives of the proposed subcontractors
- Attach completed ESPDs of these subcontractors in accordance with Article 79 of the Public Procurement Act
- Attach the subcontractor's request for direct payment, if the subcontractor requests it

Only if the subcontractor requests direct payment, direct payment to the subcontractor is deemed to be mandatory in accordance with this Act and the obligation binds the contracting authority and the main contractor. When a tenderer intends to carry out a public contract with a subcontractor that requires direct payment, the following shall be done:

- The main contractor shall authorize the contracting authority in the contract/framework agreement to pay the subcontractor directly on the basis of a confirmed invoice or statement by the main contractor
- The subcontractor shall submit a consent on the basis of which the contracting authority settles the subcontractor's claim against the tenderer instead of the tenderer
- The main contractor shall attach to own invoice or statement the invoice or statement of the subcontractor that has been previously confirmed

The contracting authority reserves the right, within the framework of the review of the tender, to check the existence or non-existence of the subcontractor's request for direct payment from the notified subcontractor, as well as in the case of the notification of a new subcontractor during the contract execution phase.

The main contractor shall, during the implementation of the public contract, inform the contracting authority of any changes in information about subcontractors in accordance with the paragraph 3 of Article 94 of the Public Procurement Act, and send information about new subcontractors that the main contractor intends to subsequently include in the implementation of the public contract, no later than five (5) days after the contractor's engagement of the new subcontractor. **If the contractor fails to do so, the contracting authority has the right to charge the contractor a contractual penalty of EUR 5,000.00 for each breach found for failure to notify about an individual subcontractor.**

The grounds for exclusion that apply to the main contractor shall also not exist in any of the notified subcontractors.

If there are grounds for exclusion of the subcontractor or the subcontractor does not meet the appropriate terms and conditions for participation set in this documentation, the contracting authority shall reject the subcontractor and request their replacement.

If the tenderer shall implement a public contract with subcontractors, the tenderer shall submit in the tender:

- A list of subcontractors indicating the scope of work undertaken by each subcontractor and the estimated share of the undertaken scope of work in relation to the total scope of work
- Information about the subcontractor
- Consent or authorization of the contractor and the subcontractor (in the case of direct payment to the subcontractor)

The contracting authority shall submit a proposal to the National Audit Commission for the initiation of a misdemeanour proceeding:

- In the event that the contracting authority has reasonable suspicion that the tenderer has submitted an untrue statement or a forged or altered document as legal in the public procurement procedure in accordance with the paragraph 11 of Article 89 of the Public Procurement Act
- In the event that the main contractor does not act in accordance with Article 94 of the Public Procurement Act

10.3.3 Variant tenders

Variant tenders are not allowed.

10.3.4 Tender language

The public procurement procedure is conducted in the Slovenian language. All documents related to the tender shall be in Slovenian and/or English.

All correspondence between the tenderer and the contracting authority shall be conducted in Slovenian or English.

The tender documentation has been prepared in Slovenian and English. In the event of any inconsistencies, differences in interpretation, or conflicts between the language versions regarding the instructions to economic operators for the preparation of the tender and the provisions of the draft contract, the Slovenian language version shall prevail and apply.

10.3.5 Tender validity

The tender shall be valid for at least 180 days from the date of expiry of the deadline for submission of tenders.

The contracting authority and the tenderers agree that in exceptional circumstances the contracting authority may request that the tenderers extend the validity period of the tenders for an additional period determined by the contracting authority.

10.3.6 Tender costs

All costs related to the preparation and submission of the tender shall be borne by the tenderer.

10.3.7 Anti-corruption clause and condition subsequent

In the public procurement procedure, the contracting authority and the tenderers shall not initiate and carry out actions that would predetermine the selection of a particular tender, or that would cause the contract not to enter into force or not to be fulfilled.

Any kind of lobbying in public procurement procedures is prohibited.

The contract is concluded under a condition subsequent, which is realized in the event of one of the following circumstances:

- If the contracting authority is informed that a court has established a breach of the obligations of labour, environmental or social legislation by a final decision by the contractor or subcontractor
- If the contracting authority is informed that the competent state authority has established at least two (2) breaches by the contractor or subcontractor during the performance of the contract in relation to:
 - Payment for work
 - Working hours
 - Rest periods
 - Performing work based on civil law contracts despite the existence of elements of an employment relationship
 - In connection with undeclared employment and for which a fine for a misdemeanour was imposed on them by a final decision or several final decisions.

In the event that the contracting authority becomes aware of the breach, the contracting authority shall notify the contractor thereof within ten (10) days.

The contractor may, within a period to be determined by the contracting authority, which may not exceed fifteen (15) days, submit the evidence that sufficient measures have been taken to demonstrate own reliability despite the existence of the breach. If there is a breach by a subcontractor, the contractor may, within the same period, submit evidence that the subcontractor has taken sufficient measures to demonstrate their reliability despite the existence of the breach. If the contractor fails to submit evidence for the subcontractor or submits the evidence, but the contracting authority assesses these measures as insufficient, the contractor may replace the subcontractor within a period to be determined by the contracting authority and may not exceed fifteen (15) days in accordance with Article 94 of the Public Procurement Act, or takes over the part subcontracted to this subcontractor, if this replacement or takeover does not constitute a substantial change to the contract. If the contractor fails to submit evidence for themselves or for the subcontractor or if submits the evidence, but the contracting authority assesses these measures as insufficient, or if the contractor fails to take over the part itself or propose a new subcontractor, or if the contracting authority rejects the proposed new subcontractor in a timely manner in accordance with Article 94 of the Public Procurement Act, the condition subsequent shall be fulfilled provided that at least six (6) months have elapsed between the contracting authority being informed of the

breach and the expiry of the contract. Notwithstanding the previous sentence, a contract for the performance of a public construction contract shall not be terminated if the termination of the contract would cause the contracting authority disproportionate costs or significant difficulties in the smooth execution of the construction or a disproportionate time delay, and provided that the contracting authority notifies the contractor no later than twenty (20) days after becoming aware of the breach that the contract shall not be terminated.

If the condition subsequent is met, the contract shall be deemed to have been terminated for this contractor on the date of conclusion of a new public construction contract for the contract in question. The contracting authority shall notify the contractor of the date of conclusion of the new contract.

If the contracting authority does not initiate a new public procurement procedure within sixty (60) days of becoming aware of the breach, the contract shall be deemed to have been terminated on the sixtieth (60.) day after becoming aware of the breach.

11. NOTICE ON CONTRACT AWARDING DECISION

The contracting authority shall publish the signed decision on the award of the contract on the Public Procurement Portal and the TED Portal. The decision is deemed to have been served on the date of publication on the Public Procurement Portal.

12. WITHDRAWAL FROM PUBLIC PROCUREMENT CONTRACT

The contracting authority may, pursuant to the paragraph 9 of Article 90 of the Public Procurement Act, after the decision on the award of the contract has been made and until the conclusion of the contract, withdraw from the implementation of the public procurement for justified reasons, that the contracting authority no longer needs the subject of the public procurement or that does not have the funds provided for it, or that the contracting authority has a reasonable suspicion that the content of the contract was or could be the result of a criminal offence committed, or that other extraordinary circumstances have arisen, which the contracting authority could not influence or foresee and made the implementation of the public procurement with the selected tenderer not possible. In this case, the contracting authority shall inform the tenderers in writing of this decision and of the reasons for withdrawing from the implementation of the public procurement.

13. THE CONTRACT

The selected tenderer shall be invited to conclude a contract for the implementation of the public procurement, whose tender shall be admissible within the meaning of point 29 of the paragraph 1 of Article 2 of the Public Procurement Act. The contracting authority in the event of circumstances where the tenderer in a previously implemented public procurement procedure did not respond to the invitation to sign the contract or did not sign the contract and withdrew from the intention to conclude the contract, reserves the right to decide, based on the past circumstances of the withdrawal, that such withdrawal shall be considered a negative reference in the public procurement procedure in question and subsequent public procurements yet to be carried out.

The contracting authority may, in addition to the legal options available to the contracting authority under the Public Procurement Act, also demand compensation from the tenderer that withdraws from the intention to conclude the contract in the public procurement procedure in question for any additional damage incurred due to such conduct of the selected tenderer. In the event that the selected tenderer does not wish to sign the contract, the contracting authority reserves the right to select the candidate who ranked second. If this tenderer also withdraws from the tender, the contracting authority may invite the next tenderer to conclude the contract, and so on. In such a case, the contracting authority shall select the tender of the next tenderer only if the tender is admissible and is in the interest of the contracting authority.

The contracting authority shall conclude the contract with the selected tenderer only if all procedures of the management, supervisory and owner bodies have been successfully completed, and if all terms and conditions in the regulations and acts governing the contracting authority's operations have been met. In the event of the contracting authority's intention to withdraw from signing the contract for this reason, the selected tenderer is not entitled to request any compensation for damages or reimbursement of any other costs in this regard from the contracting authority.

After the decision is made, the contracting authority shall sign a contract for the entire public procurement with the selected tenderer after the procedure has been legally completed. The contracting authority warns the tenderers that the contract shall be concluded in the content that results from the sample contract, that is in accordance with this documentation.

In accordance with the paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act (ZIntPK) (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2), the selected tenderer is obliged before signing the contract, at the request of the contracting authority, to submit a statement or information on the participation of natural and legal persons in the ownership of the candidate, including the participation of silent partners in and economic entities that, according to the provisions of the law governing commercial companies, are considered to be related companies to the candidate. If the tenderer submits a false statement or provides untrue information about the stated facts, this shall result in the nullity of the contract.

The contract shall be adjusted in terms of content before signing, depending on whether the selected tenderer submits a joint tender, registers the participation of subcontractors, etc.

The contracting authority reserves the right to:

- Increase the scope of contractual deliveries (e.g. order additional goods, etc.) according to the contracting authority's needs during the performance of the contract
- Reduce the scope of contractual deliveries in the event that the contracting authority's needs for the supply of goods decrease during the performance of the contract

The contracting authority reserves the right to change deliveries, increase or decrease deliveries due to reasons arising from third parties – such as state institutions, administrative bodies, etc. for the purpose of uninterrupted implementation of deliveries. If the contracting authority's needs decrease, the tenderer has no rights from loss of revenue or lost profit and is not entitled to any compensation for damages, compensation, etc. in this case. The expected scope may also deviate due to changes in circumstances that the contracting authority could not foresee at the time of publication of the documentation.

Due to possible unforeseen circumstances, the implementation of deliveries may be postponed or extended for as many days as the circumstances lasted, which may not affect the change in the contractor's contractual obligations or the value of the contract.

The contracting authority reserves the right to extend the deadline for the completion of deliveries if, due to a reason on the contracting authority's side, there is a delay in the planned start of deliveries, interruption of deliveries at the contracting authority's request, if the contracting authority orders additional deliveries or significant changes in the implementation that affect the critical routes in the implementation of deliveries – for as long as it is necessary to carry out these deliveries; if there are unexpected physical conditions on the site, which include physical conditions, unexpected subsurface and hydrological conditions and physical obstacles encountered by the contractor during the implementation of deliveries, and these conditions affect the critical routes in the implementation of deliveries – for as long as it is necessary to carry out these deliveries.

In the event that the selected tenderer fails to deliver the goods on time, the contracting authority may order the delivery of the goods to another contractor for cover and request the selected tenderer to cover the difference between the purchase price specified in the contract and the purchase price in the cover purchase from.

Any changes to the contract that may be necessary for all of the above shall be made on the basis of point 1 of paragraph 1 of Article 95 of the Public Procurement Act.

By submitting a tender, the tenderer agrees to all reservations of the contracting authority recorded in the documentation relating to the award of the public contract, so that the contracting authority may unilaterally implement them in accordance with the needs.

The selected tenderer is obliged to return the signed contract to the contracting authority for signature no later than seven (7) working days after receipt of the contract, otherwise the contracting authority may conclude that the tenderer withdraws from signing the contract. In the event that this is not possible due to objective circumstances, the contracting authority may, at the request of the tenderer, agree to a longer deadline. The contract is concluded when signed by all contracting parties (in the case of a joint tender, also by all partners).

14. LEGAL PROTECTION

In accordance with the Legal Protection in Public Procurement Procedures Act (ZPVPJN) (Official Gazette of the Republic of Slovenia, No. 43/2011, as amended), a request for legal protection in public procurement procedures may be filed against any conduct of the contracting authority in the public procurement procedure, unless the law governing public procurement or the ZPVPJN provides otherwise.

Before the submission of tenders, the deadline for filing a review request relating to the content of the publication, the invitation to submit a tender or the documentation relating to the award of a public contract is ten (10) work days from the publication of the public procurement notice or receipt of the invitation to submit a tender. In the event that the contracting authority changes or supplements the information in the publication, invitation to submit a tender or the documentation relating to the award of a public contract, a request for review relating to the changed, supplemented or clarified content of the publication, invitation or documentation relating to the award of a public contract or a directly related information in the original publication, invitation to submit a tender or documentation relating to the award of a public contract may be submitted within ten (10) working days from the date of publication of the notice of additional information, information on an unfinished procedure or correction, if this notice changes or supplements the requirements or criteria for selecting the most advantageous tenderer.

The review request shall be substantiated. The review request shall be submitted via the e-Revision portal.

The applicant must provide the following information in the review request: name and address of the applicant for the review and the contact person, name of the contracting authority, reference number of the public contract or decision on the award of the public contract or recognition of suitability, subject of the public contract, alleged breaches, facts and evidence proving the breaches, power of attorney for representation, if the applicant acts with an authorized representative, and a certificate of payment of the fee to the account of the ministry.

The applicant shall attach a confirmation of the fee payment to the review request, referred to in Article 71 of the Legal Protection in Public Procurement Procedures Act, namely EUR 4,000.00. The fee shall be transferred to the transaction account no. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia – implementation of the budget of the Republic of Slovenia, reference 11 16110- 7111290-XXXXXXLL. The last eight digits represent the publication number on the Public Procurement Portal, where the X indicates the publication number of the notice, and the L indicates the year. If the publication number of the notice is shorter than six characters, 0 is inserted in the missing positions in front.

15. ANNEXES

Annex No. 1:	Proforma invoice
Annex No. 2:	Declaration
Annex No. 3:	Information about tenderer/co-tenderer
Annex No. 4:	Appointment of the person responsible for preparing the tender
Annex No. 5:	Declaration on the joint tender
Annex No. 6:	Declaration by the bank or insurance company on the submission of financial insurance for advance payment and proper performance of contractual obligations
Annex No. 6a:	Sample of financial insurance for advance payment
Annex No. 6b:	Sample of financial insurance for proper performance of contractual obligations
Annex No. 7:	Tenderer's references
Annex No. 7a	Reference certificate
Annex No. 8:	List of subcontractors
Annex No. 8a:	Subcontractor information
Annex No. 9:	Consent or authorization of the contractor and subcontractor
Annex No. 10:	Declaration on participation of natural and legal persons in the ownership of the tenderer

DECLARATION

1. We confirm that we fully agree with the terms and conditions stated in the documentation regarding the award of the public contract for catalyst elements for SCR reactor of unit 6, that we submit our offer for the implementation of the supplies in full accordance with them, and that under the stated terms and conditions we proceed to the implementation of the subject of the public contract. In the event that additional documents and/or information with the stated different terms and conditions are submitted in our tender documentation, we declare that the terms and conditions of the contracting authority's documentation are valid and that additionally submitted documents and/or information are irrelevant. In the event that our own documents with entered tender prices/values are attached to our tender documentation, we declare that these entries are irrelevant and only the price/value entries in the "Proforma invoice" form or the Goods specification form are valid.
2. With this tender, we offer catalytic elements for SCR reactor of unit 6 in full in accordance with the documentation regarding the award of the public contract as stated in the previous point.
3. In the event of concluding a contract, we undertake to make deliveries within the agreed deadlines specified in the contracting authority's terms and conditions.
4. Our tender shall be valid for at least 180 days from the date of expiry of the deadline for submission of tenders and shall remain binding and available to the contracting authority at any time before the expiry of this deadline. We agree that in exceptional circumstances, at the contracting authority's request, we shall extend the validity of the tender for an additional period specified by the contracting authority.
5. The tender is submitted as a whole, together with the tender documents, other submitted information and statements and declarations required in the documentation for the award of the public contract and shall be, together with your decision on the selection of the most advantageous tenderer and any subsequent documentation on the coordination of the tender, forming the basis for the contract.
6. We have carefully reviewed the documentation for the award of the public contract published by the contracting authority, we have become familiar with all the restrictions, and terms and conditions of this public contract and have taken them into account when preparing the offer.
7. We declare that all the statements we have made in the tender are true, credible and correspond to the actual situation. In the event that any event occurs during the implementation of the public contract that affects the actual situation communicated, we shall immediately notify the contracting authority.
8. We declare that during the entire procedure for catalyst elements for SCR reactor of unit 6 we comply with all requirements of Slovenian legislation and accept the jurisdiction of the Slovenian court in the event of any disputes.
9. We declare that we have sufficient capacity to carry out the supplies of this public procurement. We also declare that our financial situation is suitable for the implementation of the supplies from this public procurement, and that we are able to offer the implementation of the supplies set in the public procurement.
10. We agree that the contracting authority is not obliged to accept any of the tenders received, that the tenderer and all other entities bear all costs related to the preparation and submission of the tender, namely all costs related to participation in the public procurement and that in no case, not even in the event of the contracting authority's withdrawal from the award of the public procurement contract, will the tenderer or other economic entity be reimbursed any costs.

11. The tenderer assumes responsibility for ensuring that the e-mail address provided by the tenderer in the e-JN system is operational and is aware of the fact that the contracting authority assumes no responsibility for the receipt of e-mail to the specified e-mail address. At the moment when the e-mail message is sent via e-JN or the Public Procurement Portal to the specified e-mail address, it is deemed that the tenderer has received it.

12. We declare that we fully agree with the text of the sample contract attached to this documentation for the award of the public procurement contract. Regarding payment terms, we select option _____ (*the tenderer shall indicate the selected option listed in point 7 of the sample contract*).

13. We declare that, in the event of substantive discrepancies between the information provided in the contracting authority's forms and in the ESPD, the information provided in the ESPD is irrelevant. The contracting authority shall, in the event of substantive discrepancies between the tenderer's information provided in the contracting authority's forms and in the ESPD, take into account the information provided in the contracting authority's forms (e.g. in the event of discrepancies in information on whether the tenderer is a micro, small or medium-sized enterprise (SME), in information on the tenderer's performance, in meeting the terms and conditions for participation, etc.).

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

INFORMATION ABOUT TENDERER/CO-TENDERER

TENDERER

Company name:	
Company's registered office:	
Legal representative:	
Number of employees:	
VAT identification number:	
Registration number:	
Transaction account number:	
Telephone:	
E-mail address:	
Authorized person to sign the contract:	

CO-TENDERER

Co-tenderer's name:	
Company's registered office:	
Legal representative:	

TENDER

Tender number	
---------------	--

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

APPOINTMENT OF THE PERSON RESPONSIBLE FOR PREPARING THE TENDER

We, the tenderer

appoint:

Name and surname	
Position in the company	
Address	
Telephone	
E-mail	

who is the person responsible for preparing the offer according to this documentation for the award of a public contract and authorized to represent us in all matters relating to the tender up to the signing of the contract.

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

COMPANY
COMPANY
COMPANY

DECLARATION ON THE JOINT TENDER

In relation to the tender for the public contract in question, we declare the following:

- We act jointly in the tender or execution of this public contract
- With this declaration, we authorize (name, company) to be the lead company or for representation before the contracting authority
- We are jointly and severally liable to the contracting authority for the execution of the subject contract

Lead company Legal representative

Member Legal representative

Member Legal representative

Member Legal representative

In the case of a joint tender, the contracting authority shall request the selected group of economic entities to submit an appropriate act on the joint execution of the contract after the award of the public contract and before signing the contract, which must contain the data and content as set out in point 10.3.1. of the public contract award documentation.

Place and date:

The economic entity authorizing the lead partner confirms this by submitting the ESPD form.

**DECLARATION BY THE BANK OR INSURANCE COMPANY ON THE SUBMISSION OF
FINANCIAL INSURANCE FOR ADVANCE PAYMENT AND PROPER PERFORMANCE OF
CONTRACTUAL OBLIGATIONS**

We, the bank or insurance company declare that if the tenderer is selected for the public contract, we shall be prepared to issue the following financial insurance, namely:

- Insurance for advance payment in the amount of 20 % of the estimated contract value excluding VAT (*only in the case of payment terms of option 2 in point 7 of the sample contract*), the wording of which shall be analogous to the text of the attached sample 6a
- Insurance for the proper performance of contractual obligations in the amount of 5 % of the estimated contract value including VAT, the wording of which shall be analogous to the text of the attached sample no. 6b

This declaration is valid until _____ (*at least 180 days from the date of expiration of the deadline for submitting tenders. In the event of an extension of the tender validity, the declaration in question shall also be extended for the same period.*).

Place and date:

.....
(stamp and signature of the bank or insurance company)

SAMPLE OF FINANCIAL INSURANCE FOR ADVANCE PAYMENT

TYPE OF INSURANCE: (insert the type of insurance: surety bond/bank guarantee)

NUMBER: (insert the insurance number)

GUARANTOR (insert the name and address of the insurance company/bank in the place of issue)

CLIENT: (insert the name and address of the insurance client, i.e. the tenderer selected in the public procurement procedure)

BENEFICIARY: (insert the contracting authority of public procurement)

UNDERLYING TRANSACTION: The obligation of the insurance client that concluded the contract no. and dated (insert the number and date of the contract for the public contract implementation concluded on the basis of the procedure with the designation XXXXXX) for (insert the subject of the public contract)

AMOUNT AND CURRENCY: (insert the maximum amount in number and word, and a currency)

DOCUMENTS THAT, IN ADDITION TO THE DECLARATION, SHALL BE ATTACHED TO THE PAYMENT REQUEST AND ARE EXPRESSLY REQUIRED IN THE TEXT BELOW: (none/indicate the document)

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

FORM OF SUBMISSION: In a paper form by registered mail, or any form of express mail, or in electronic form via the SWIFT system to the address (indicate the SWIFT address of the guarantor)

PLACE OF SUBMISSION: (the guarantor inserts the address of the branch where the paper documents are submitted, or the electronic address for submission in electronic form, 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.

DATE OF VALIDITY: DD/MM/YYYY (insert the insurance maturity date)

PARTY OBLIGED TO PAY THE COSTS: (insert the name of the insurance client, i.e. the tenderer selected in the public procurement procedure)

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the amount of the insurance when the beneficiary submits an appropriate request for payment in the above-mentioned form of submission, signed by the authorized signatory(s), together with other documents, if any, listed above, and in any case together with a statement by the beneficiary either included in the text of the request for payment itself or in a separate signed document attached to or referred to in the request for payment, stating in what sense the person requesting the insurance has failed to fulfil their obligations under the underlying transaction.

Any request for payment under this insurance must be received by us on or before the date of insurance validity at the place of submission specified above.

Any disputes in connection with this insurance shall be resolved by the court with subject-matter jurisdiction in Ljubljana under Slovenian law.

The Uniform Rules for Demand Guarantees (URDG), revision 2010, issued by the ICC under no. 758.

guarantor
(stamp and signature)

SAMPLE OF FINANCIAL INSURANCE FOR PROPER PERFORMANCE OF CONTRACTUAL OBLIGATIONS

TYPE OF INSURANCE: *(insert the type of insurance: surety bond/bank guarantee)*

NUMBER: *(insert the insurance number)*

GUARANTOR *(insert the name and address of the insurance company/bank in the place of issue)*

CLIENT: *(insert the name and address of the insurance client, i.e. the tenderer selected in the public procurement procedure)*

BENEFICIARY: *(insert the contracting authority of public procurement)*

UNDERLYING TRANSACTION: The obligation of the insurance client that concluded the contract no. and dated *(insert the number and date of the contract for the public contract implementation concluded on the basis of the procedure with the designation XXXXXX)* for *(insert the subject of the public contract)*

AMOUNT AND CURRENCY: *(insert the maximum amount in number and word, and a currency)*

DOCUMENTS THAT, IN ADDITION TO THE DECLARATION, SHALL BE ATTACHED TO THE PAYMENT REQUEST AND ARE EXPRESSLY REQUIRED IN THE TEXT BELOW: *(none/indicate the document)*

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

FORM OF SUBMISSION: In a paper form by registered mail, or any form of express mail, or in electronic form via the SWIFT system to the address *(indicate the SWIFT address of the guarantor)*

PLACE OF SUBMISSION: *(the guarantor inserts the address of the branch where the paper documents are submitted, or the electronic address for submission in electronic form, 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.

DATE OF VALIDITY: DD/MM/YYYY *(insert the insurance maturity date)*

PARTY OBLIGED TO PAY THE COSTS: *(insert the name of the insurance client, i.e. the tenderer selected in the public procurement procedure)*

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the amount of the insurance when the beneficiary submits an appropriate request for payment in the above-mentioned form of submission, signed by the authorized signatory(s), together with other documents, if any, listed above, and in any case together with a statement by the beneficiary either included in the text of the request for payment itself or in a separate signed document attached to or referred to in the request for payment, stating in what sense the person requesting the insurance has failed to fulfil their obligations under the underlying transaction.

Any request for payment under this insurance must be received by us on or before the date of insurance validity at the place of submission specified above.

Any disputes in connection with this insurance shall be resolved by the court with subject-matter jurisdiction in Ljubljana under Slovenian law.

The Uniform Rules for Demand Guarantees (URDG), revision 2010, issued by the ICC under no. 758.

guarantor
(stamp and signature)

TENDERER'S REFERENCES

We, the tenderer

below provide at least 1 reference in the last five (5) years (counting from the date of tender submission) of installed catalytic elements for thermal power plants with a nominal electrical power of over 200 MW.

The references must be confirmed by the referring contracting authority (see Annex No. 7a). Also, a contact should be provided where the references can be verified.

The condition must be met by the tenderer. The group of tenderers meets the set condition via any member of the joint tender. If the tenderer acts with subcontractors, the specified condition may also be met with a subcontractor, but only if the subcontractor with whom the tenderer meets the condition will actually perform the deliveries in relation to which the condition is met in the public contract in question.

Contracting authority (name, address)	Reference name (performance of services)	Year of performance/Value in EUR

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

REFERENCE CERTIFICATE

CLIENT:

Name:

Address:

Registration number:

VAT identification number:

We confirm that the provider:

Name:

Address:

Registration number:

VAT identification number:

performed

the following services/has the following references:

.....
.....
.....

year of services performed:

We confirm that all contractual obligations had been performed in a quality and timely manner.

For additional information, the contact person is:

telephone:, e-mail:

The certificate may be used exclusively for the purposes of the public procurement procedure.

Place and date:

.....
(signature and company stamp)

LIST OF SUBCONTRACTORS

We, the tenderer, declare (circle a) or b) as appropriate)

a) To carry out the public contract in question with the following subcontractors:

Name of subcontractor	Type of supplies	Value of supplies (excluding VAT)	Delivery date	Share in the tender value of supplies

We declare that

- During the implementation of the public contract, we shall inform the contracting authority of any changes to the information referred to in point a) and send information about new subcontractors that we intend to subsequently include in the implementation of the public contract, no later than five (5) days after the change.

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

b) We declare that we do not act with a subcontractor

We are aware of the fact that if the tenderer does not declare all subcontractors, the contracting authority has the right to terminate the concluded contract for this reason if it subsequently finds that the tenderer is acting with subcontractors or subcontractors not declared by the tenderer, even though the subcontracting relationship was already in place at the time of submitting the tender.

Place and date:

The tenderer confirms the stated by submitting the ESPD form.

ANNEX No. 8a

(to be completed and attached only in case of implementation with the participation of subcontractors)

INFORMATION ABOUT SUBCONTRACTOR

Subject of the tender: Catalyst elements for SCR reactor of unit 6

SUBCONTRACTOR

Company name:	
Company's registered office:	
Legal representative:	
Authorized person:	
Number of employees:	
VAT identification number:	
Registration number:	
Transaction account number:	
Telephone:	
E-mail address:	

Place and date:
form.

The tenderer confirms the stated by submitting the ESPD

If there are multiple subcontractors, information must be submitted for each subcontractor separately.

ANNEX No. 9

(to be completed and attached only in case of a subcontractor's request for direct payment)

Contractor: _____ *(name and address of contractor)*

Subcontractor: _____ *(name and address of subcontractor)*

CONSENT OR AUTHORIZATION OF THE CONTRACTOR AND SUBCONTRACTOR

For the subject of the public contract "Catalyst elements for SCR reactor of unit 6", **the contractor authorizes the contracting authority and declares the following:**

- Authorizes the contracting authority to pay the subcontractors for the work performed, based on a confirmed invoice or statement, directly to the subcontractors, if selected as the most advantageous tenderer
- Declares that in the event of being selected in the public contract award procedure, the contractor shall be fully responsible for the work of the subcontractors listed in Annex No. 8
- Declares that they shall attach to their invoice or statement all the previously confirmed invoices or statements of their subcontractors

I, the subcontractor, agree that:

- The contracting authority shall pay our claims against the contractor (the provider with whom we shall cooperate as a subcontractor), which shall arise from the work performed in the execution of the subject of the contract, directly to our transaction account, namely on the basis of issued invoices, previously confirmed by the contractor and attached to the invoices issued by the contractor to the contracting authority.

The tenderer and subcontractor confirm this by submitting the ESPD form via e-JN.

In the event that there are multiple subcontractors, an attachment must be completed for each subcontractor separately.

DECLARATION ON PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

In connection with the "Catalyst elements for SCR reactor of unit 6" public procurement, published on the Public Procurement Portal dated _____, publication number _____, and in accordance with paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act (ZIntPK) of the Republic of Slovenia, we hereby submit a

STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE ECONOMIC ENTITY

The undersigned legal representative of the economic entity (name of the economic entity, registration number, address): _____

Direct and indirect participation in the ownership of a business entity:

1) Participation of **natural persons**

name and surname	address of residence	share of ownership

2) Participation of **natural persons**¹

company	registered office	registra- tion no.	share of ownership	owners business shares/shares of the company	of

3) Participation of **silent partners in a business entity and owners of the business entity**

company/name and surname	registered office/residential address	registration no.	share of ownership

¹ For a joint stock company only those shareholders who directly or indirectly hold more than 5 % of the shares or participate with more than 5 % of the share in the founding rights, management or capital of the joint stock company are listed.

4) **Participation of economic entities related to the economic entity or the owners of the economic entity – affiliated companies in the economic entity and the owners of the economic entity²**

company	registered office	registration no.	share of ownership

I, the economic entity, agree that the contracting authority may submit this statement or the data from this statement to the Commission for the Prevention of Corruption upon request in accordance with Article 14, Paragraph 6 of the Integrity and Prevention of Corruption Act (ZintPK). The contracting authority is obliged to protect the declaration in accordance with the Personal Data Protection Act.

The economic entity guarantees that the data from this declaration is up-to-date, correct and accurate. In the event that the economic entity submits a false declaration or provides untrue information on the stated facts, this shall result in the nullity of the contract/framework agreement.

The economic entity expressly guarantees to list all natural persons in the declaration who are directly or indirectly involved in the economic entity's ownership.

Name and surname: _____

Function: _____

Signature: _____

Date: _____

² See the definition of affiliated companies in Article 527 of the Companies Act (Official Gazette of the Republic of Slovenia, No. 65/2009-ZGD-1-UPB1 as amended).